



District 1096 Ops Meeting September 8th, 2009

1p-5p

1p: Coffee Tasting—Kevin

- Customer Letters

1:30p: Customer Voice Discussion

- Table-Touching Activity Discussion
- Know Drink/Know Name/Know Profession
- Discuss Team Individual Action Plans/District Action Plan

2:30p: ASM Performance Review Calibration

- Steps to Performance Improvement

3p: Break

3:15p: Eclosure Prep for FY '10

3:45p: VIA

- Solidify Store Meeting Dates
- Store/District Tactics and Strategy
- Goal Breakdown

4:45p: Miscellaneous

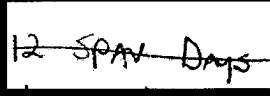
- Labor
- POS Updates
- NY Recycling Proof of Concept

Gurtov - 31

Redacted



Redacted



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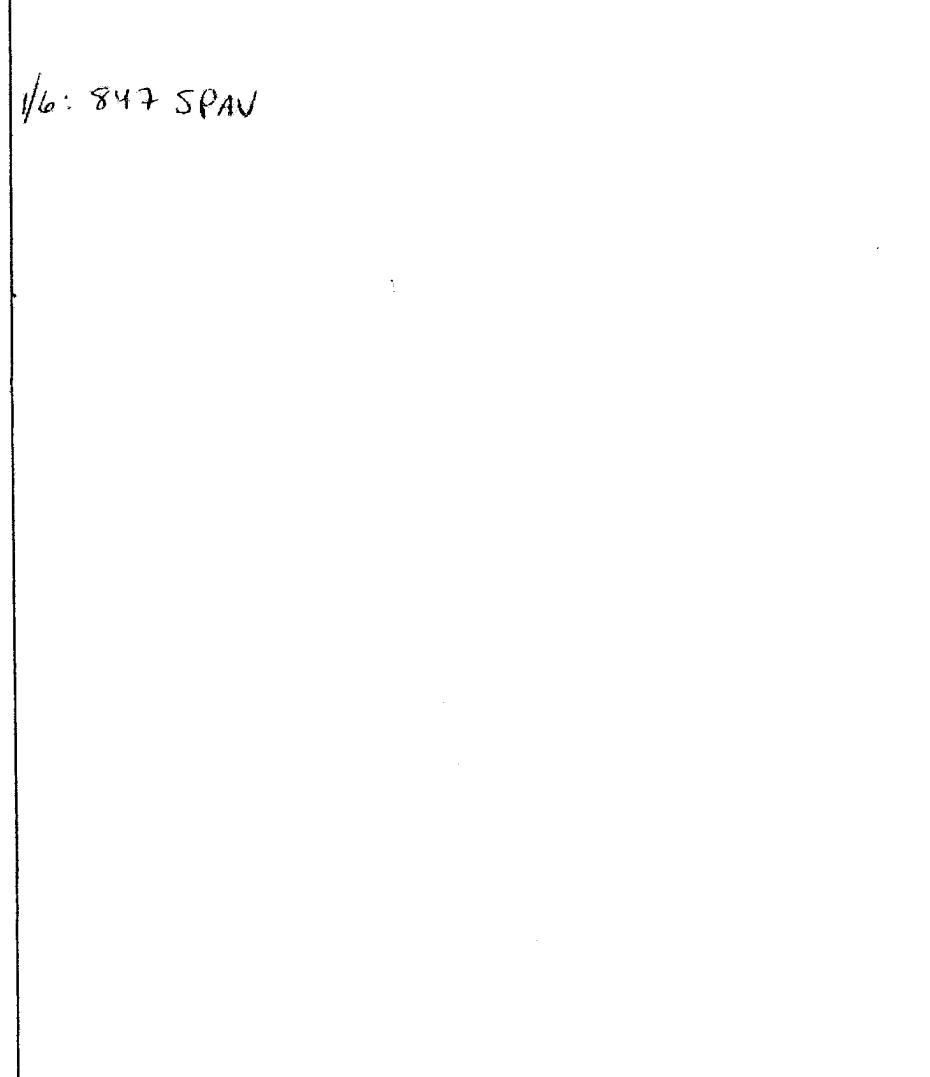


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1/6: 847 SPAN

12/13

Redacted

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o check in w/ Michael: " " Wednesday / SPAV expectation

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EDNESDAY 1/5:

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Redacted

• \$ sans Victoria reedy flower for January 28th
(will be worn - what tie?) SPN @ 6:45

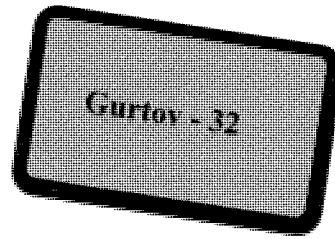
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April SPAV Notes

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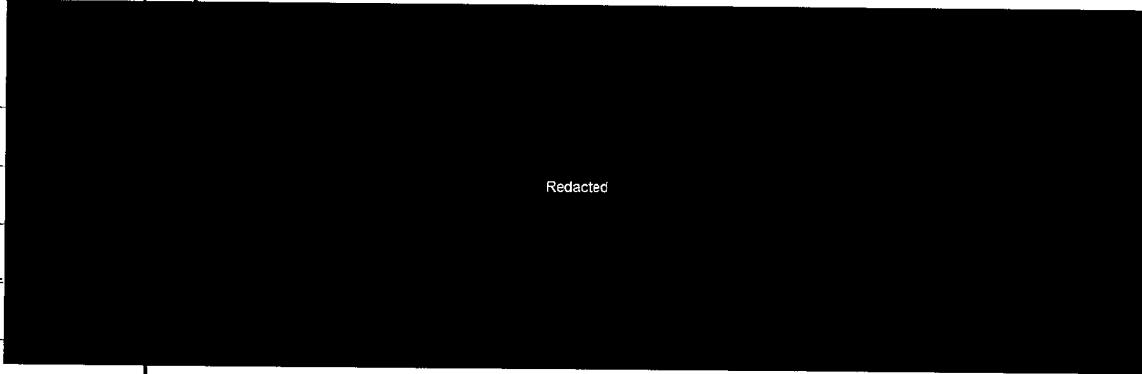


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✓ ~~Security → bonus for Asif Sial, TFO0408 7575~~

Redacted

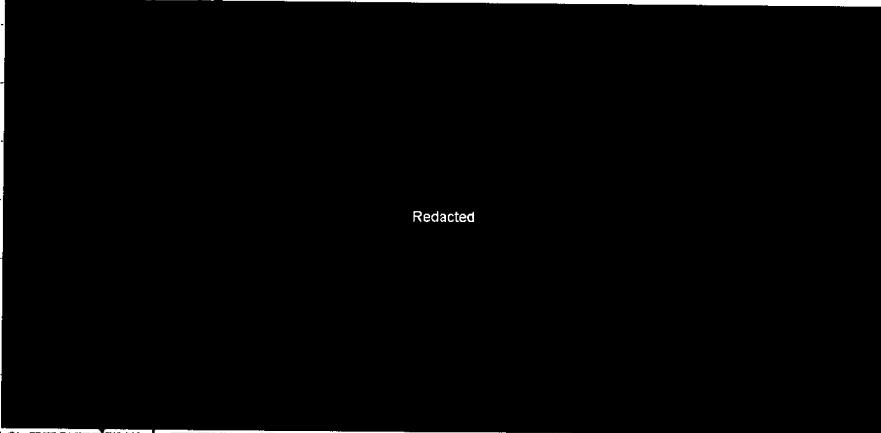
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11/1

V2170/# NC 76 OT TRAIN

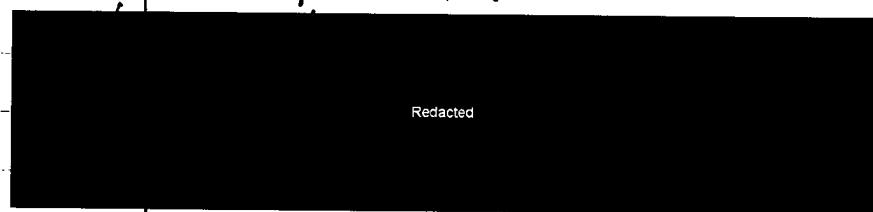
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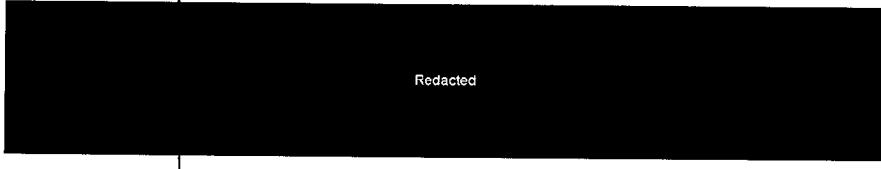
✓

11649 (1.1) /5 1.2 0 0

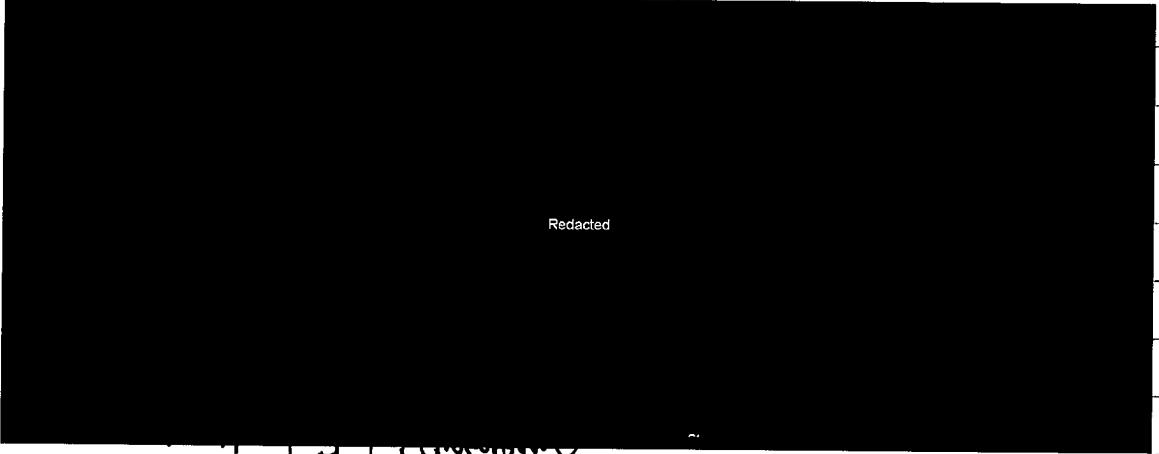
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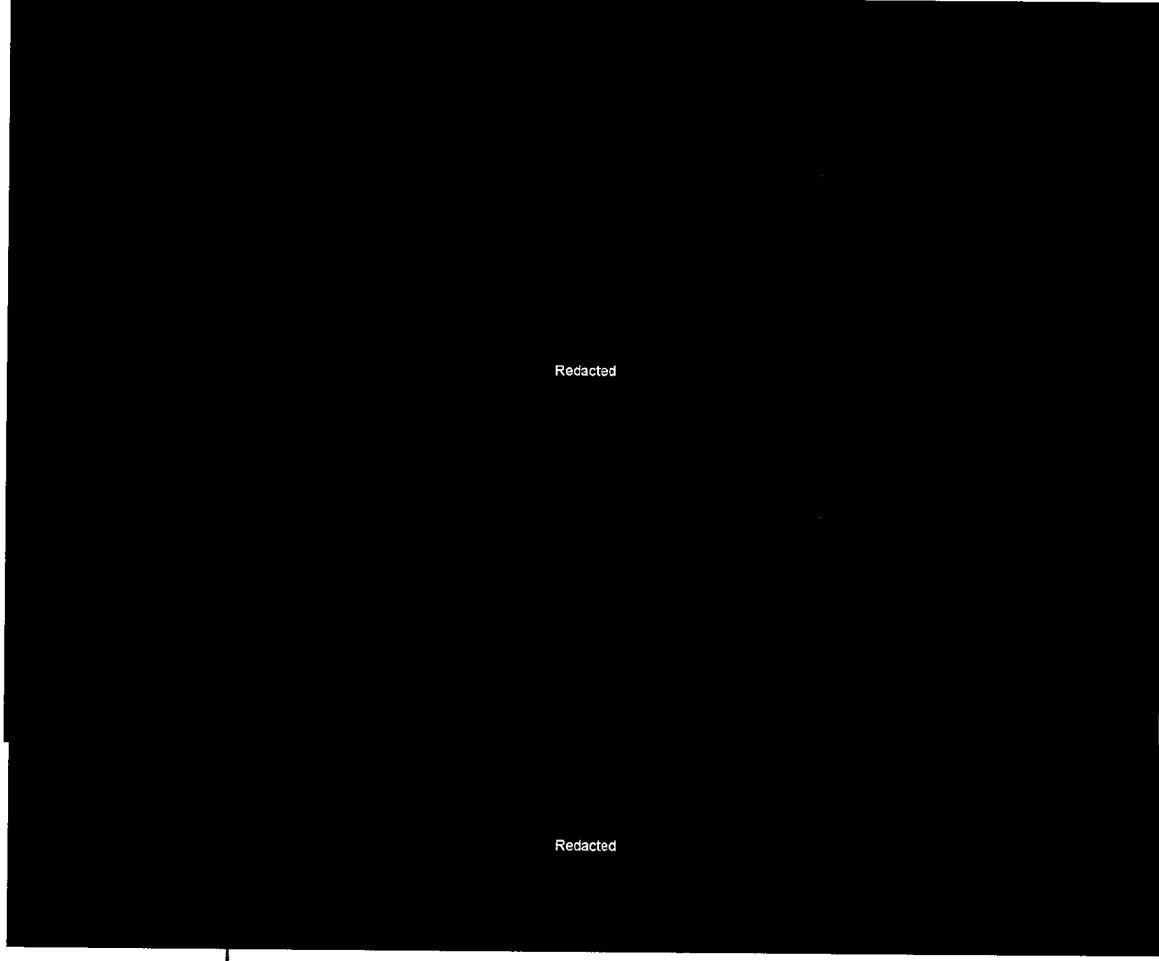
Page/Cert. for Holiday soft launch.



Redacted

11649

3/9 (Thursday)



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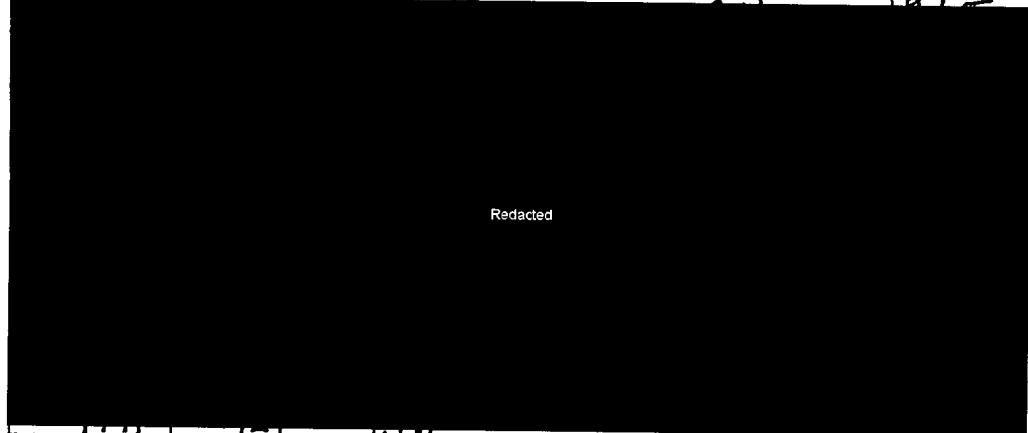
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11/8

Labor

V21/# NC20/# OR 781N CASH 0/S

Redacted



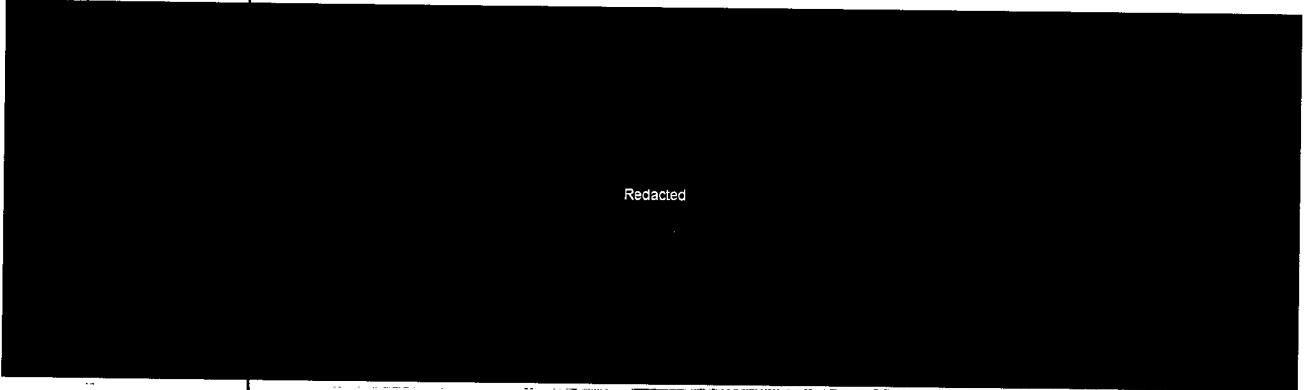
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04/15/11 2010 0 0 (-30)

Redacted



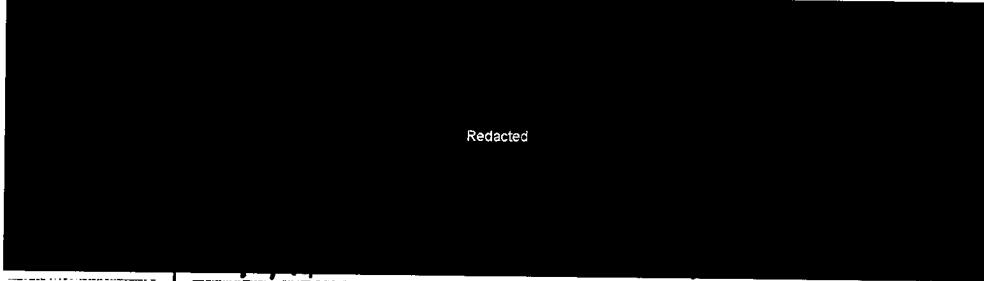
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CV

Sept \Rightarrow Oct volume 1096 65 \rightarrow 67

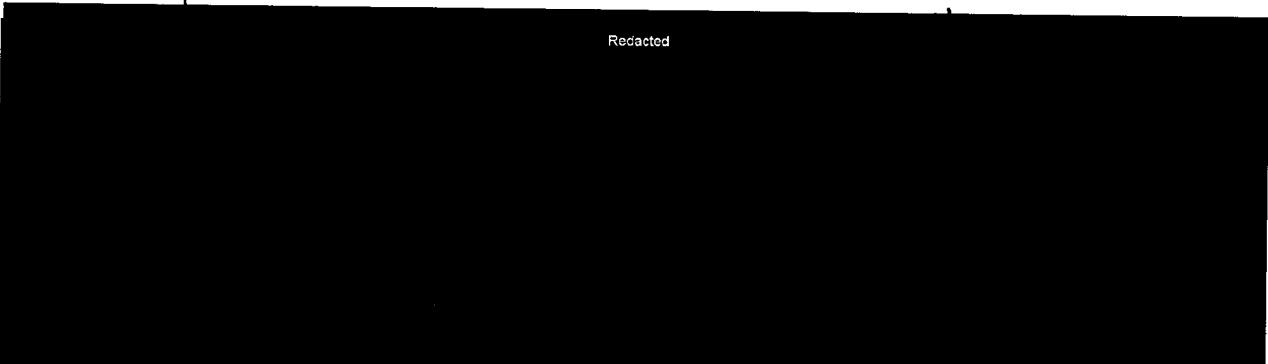
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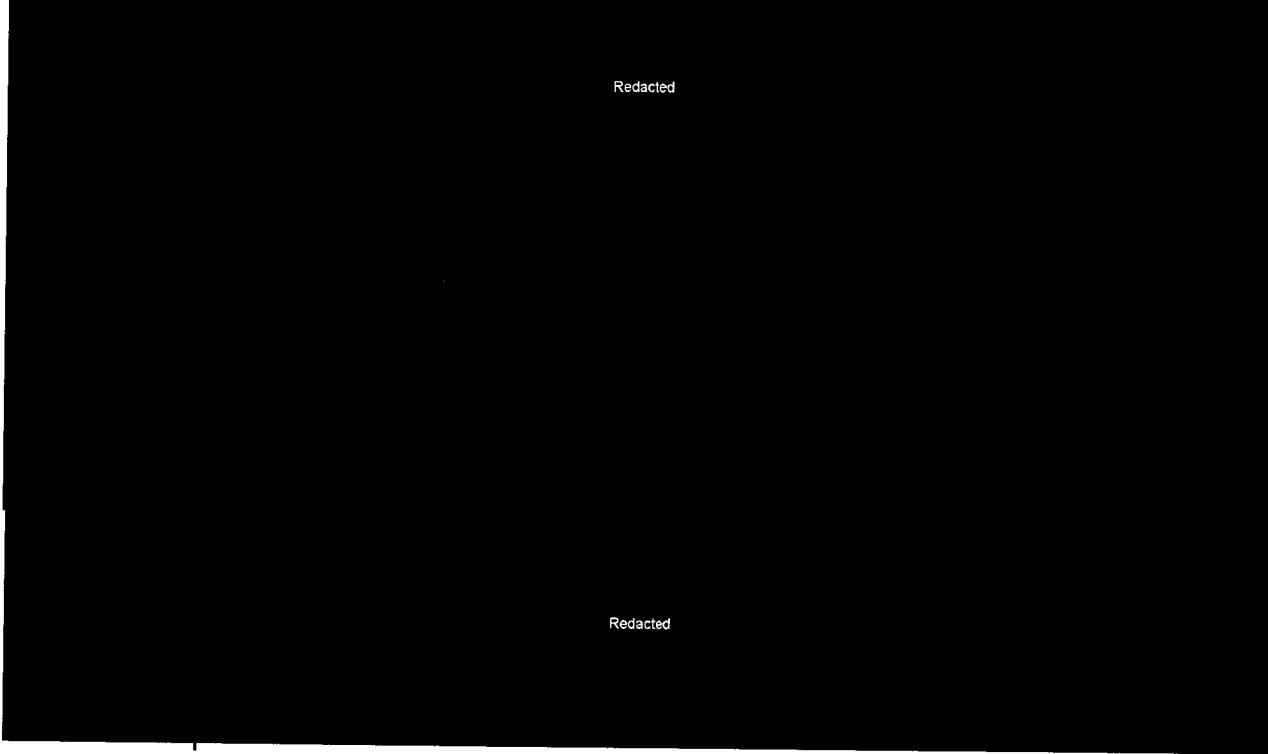
11649 +4

3421 \rightarrow 66

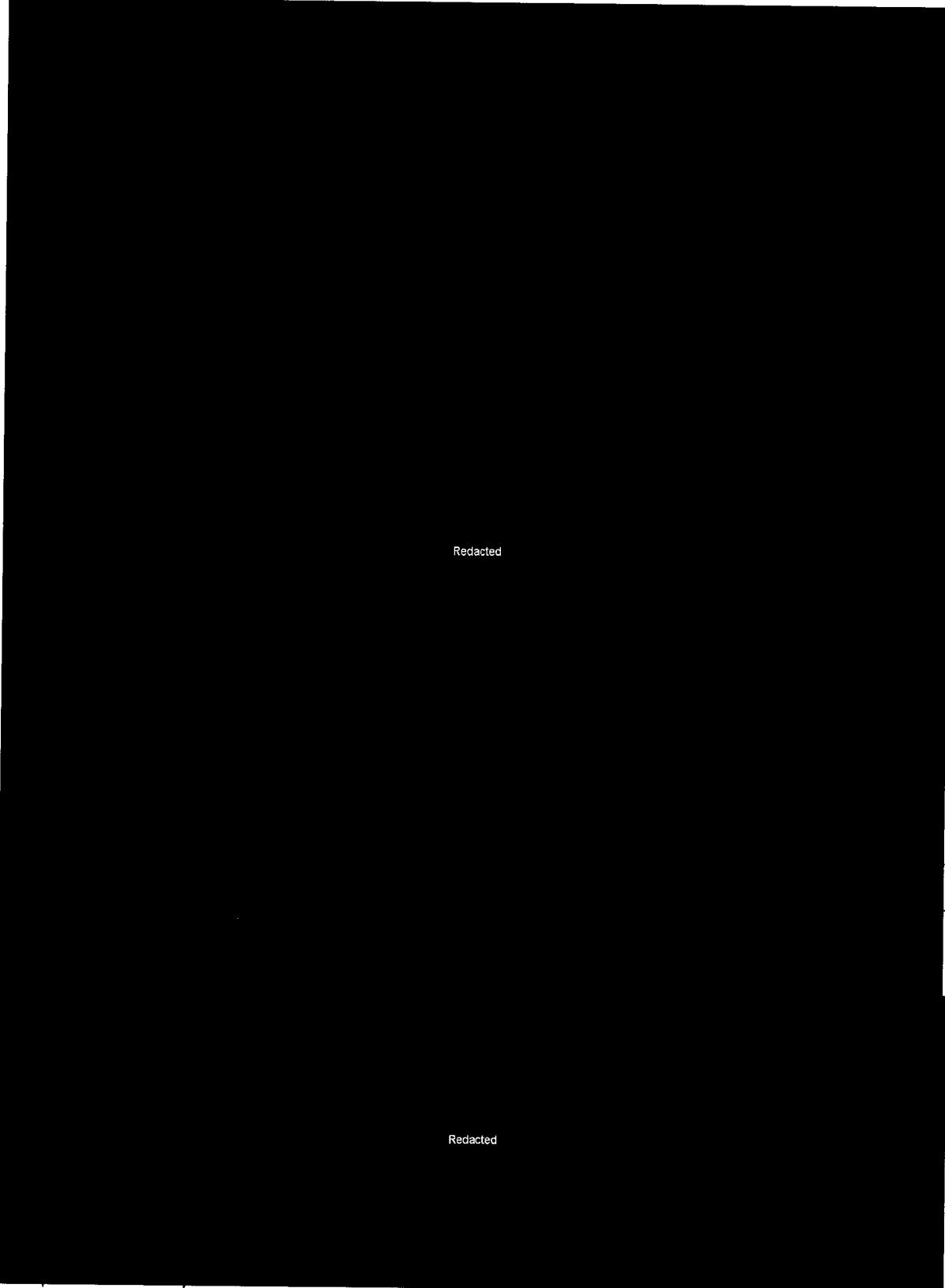
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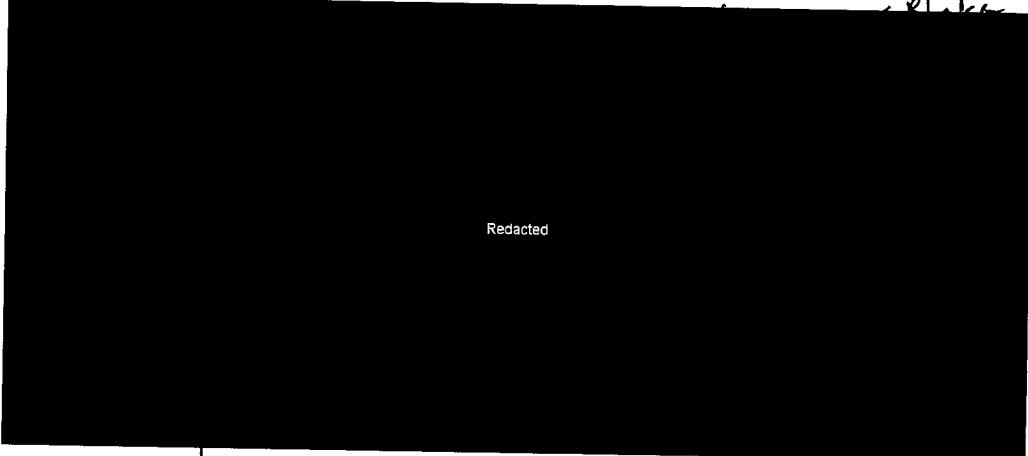
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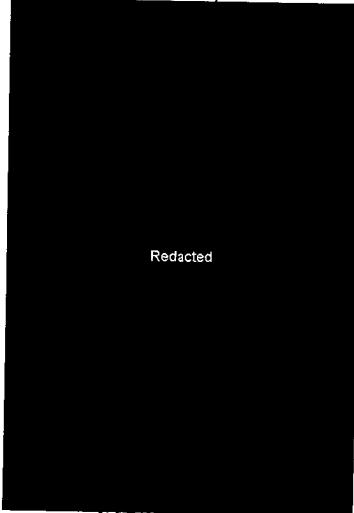
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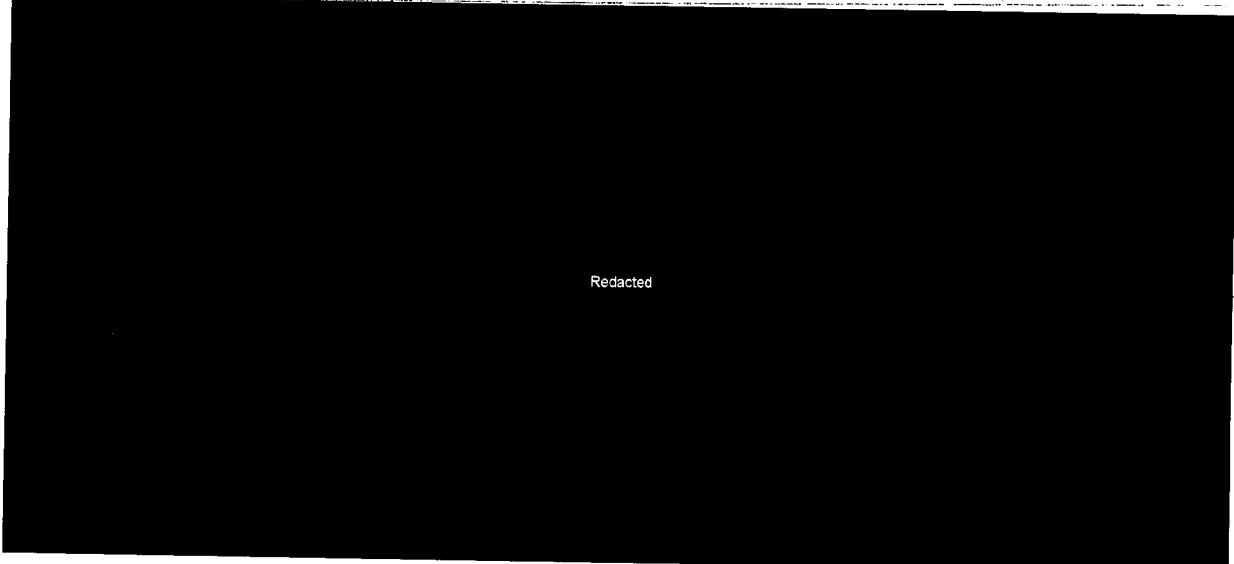
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CV Act, plan PDP



Redacted



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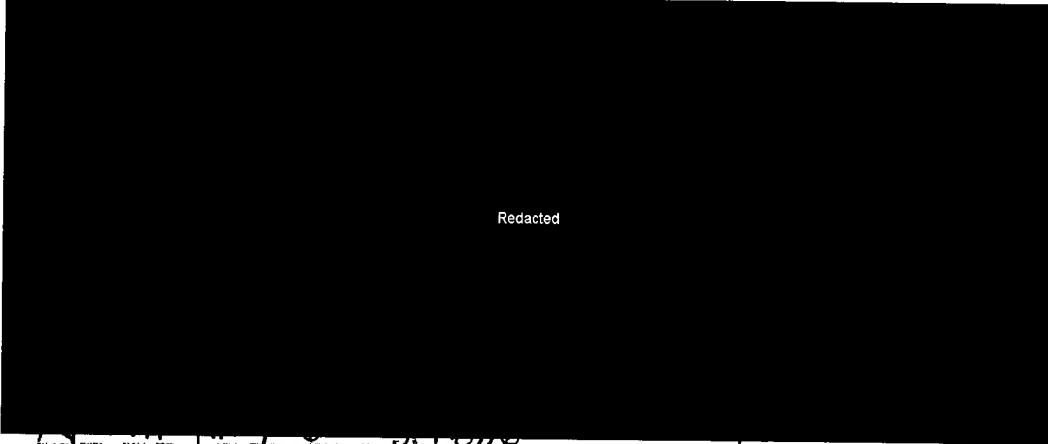
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11/15

V21/# NC/# OT TRAIN CASH O/S

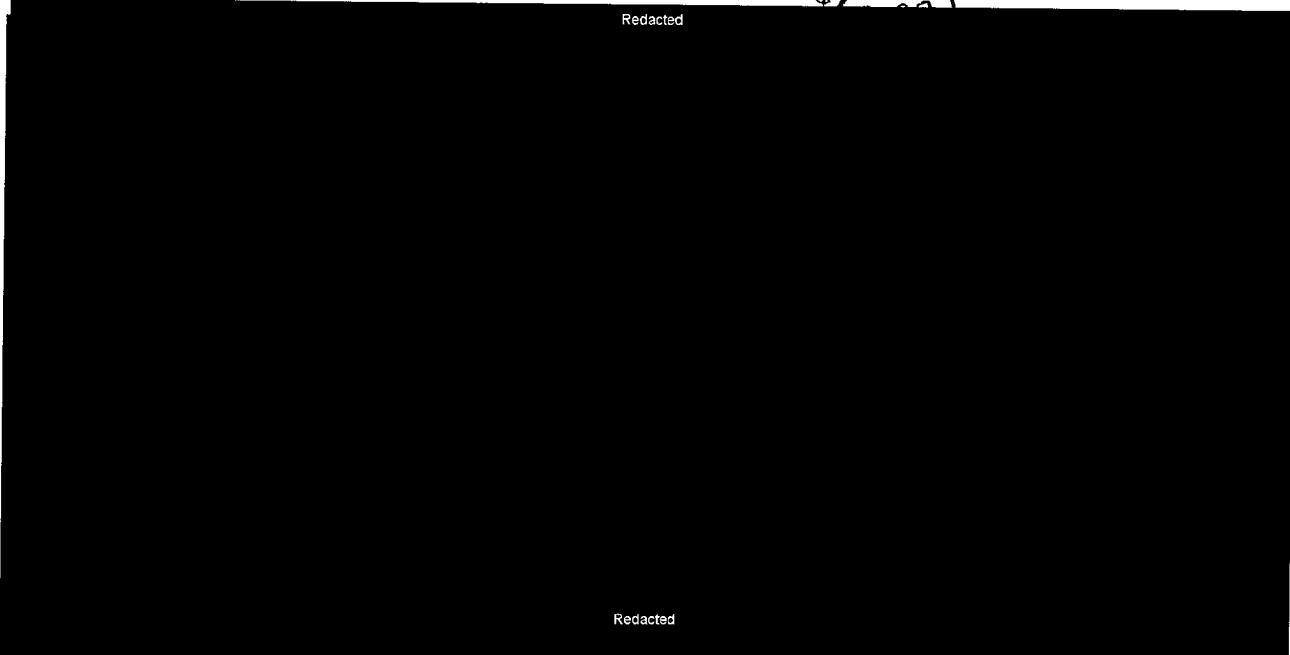
LABOR

Redacted

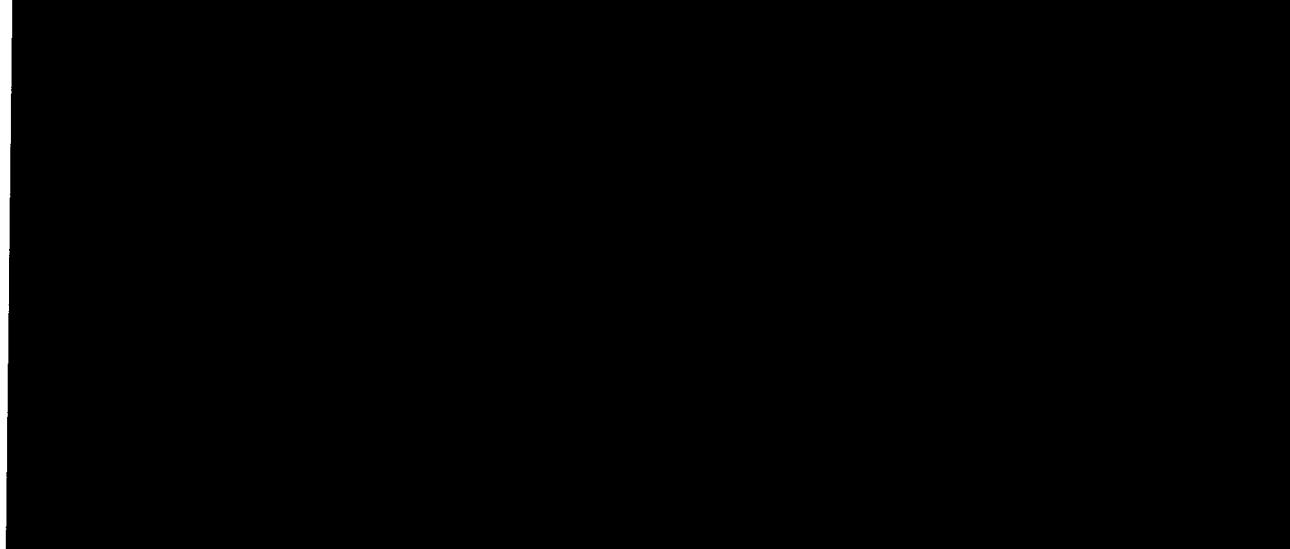


11649 (1.2) 15 20/8

Redacted



Redacted



Wednesday Task

Top / Middle / Bottom

Redacted



my PDP / my Pillar / AOP/Plan = have on paper

PRINT Action Plan

Development:

PDPs

Action Plans

- CV
- VA
- BR2

Redacted



Imp. Stg. Oct '10 Security R

Redacted

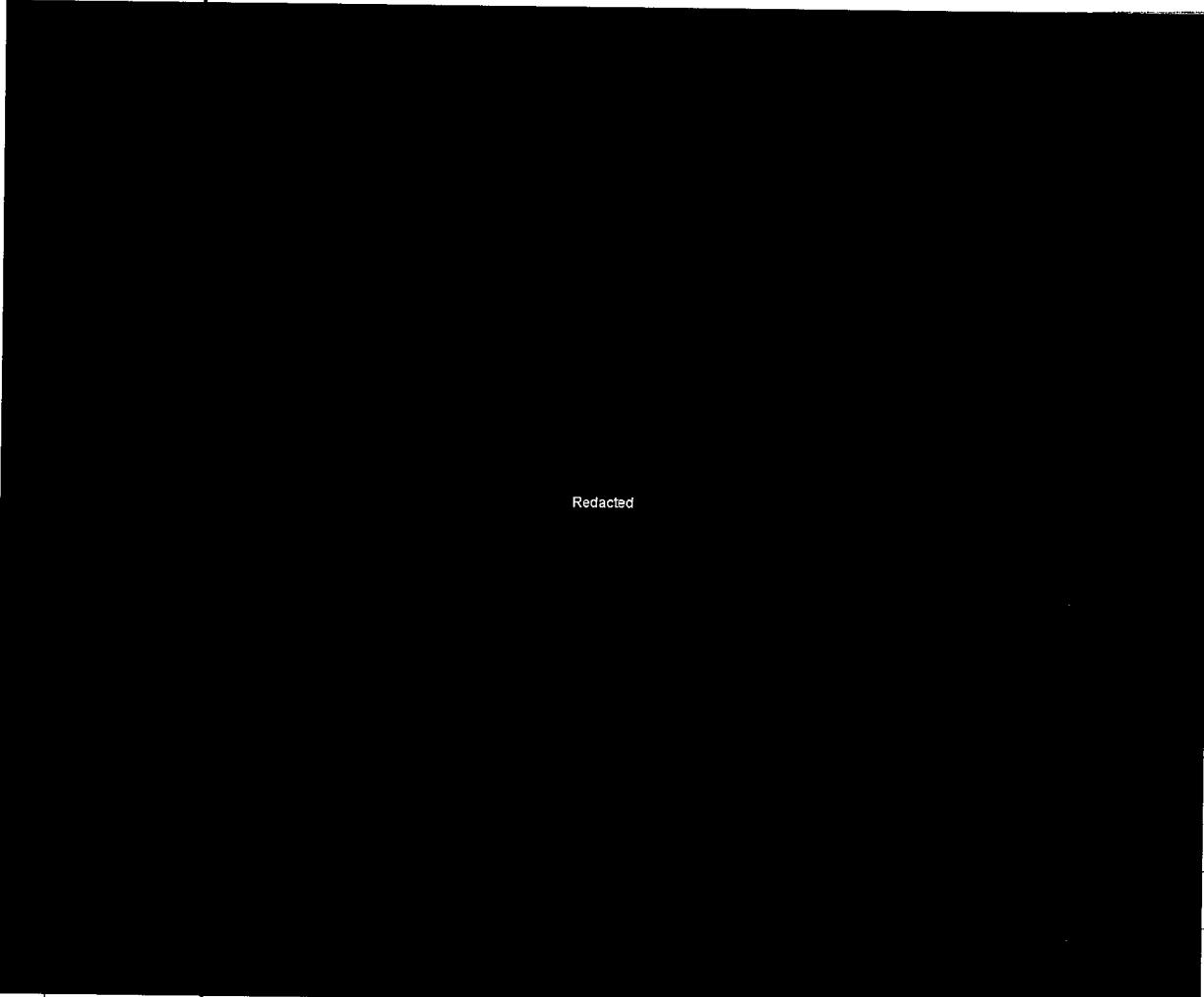
Coffee: Serinity, Brown, Blake, Katie

Redacted

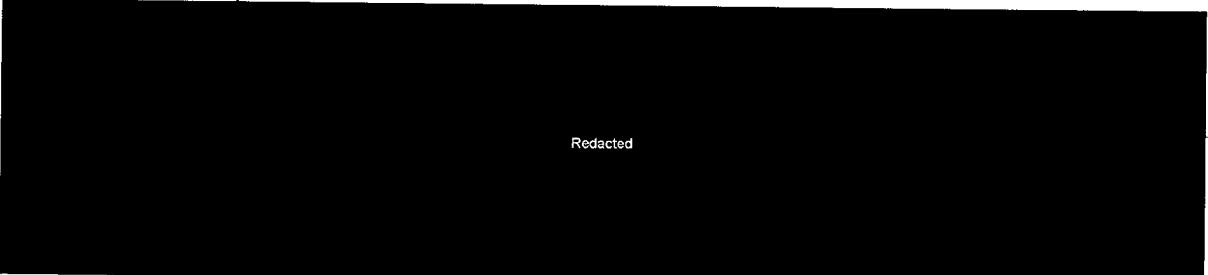
11/16

Tuesday

Redacted



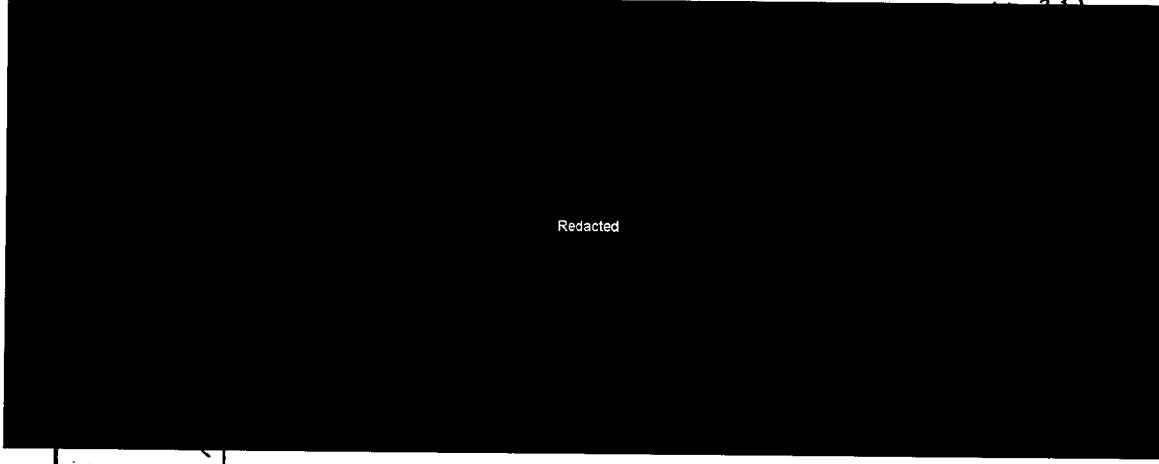
• Scrutiny = Gileb, Violation



Redacted

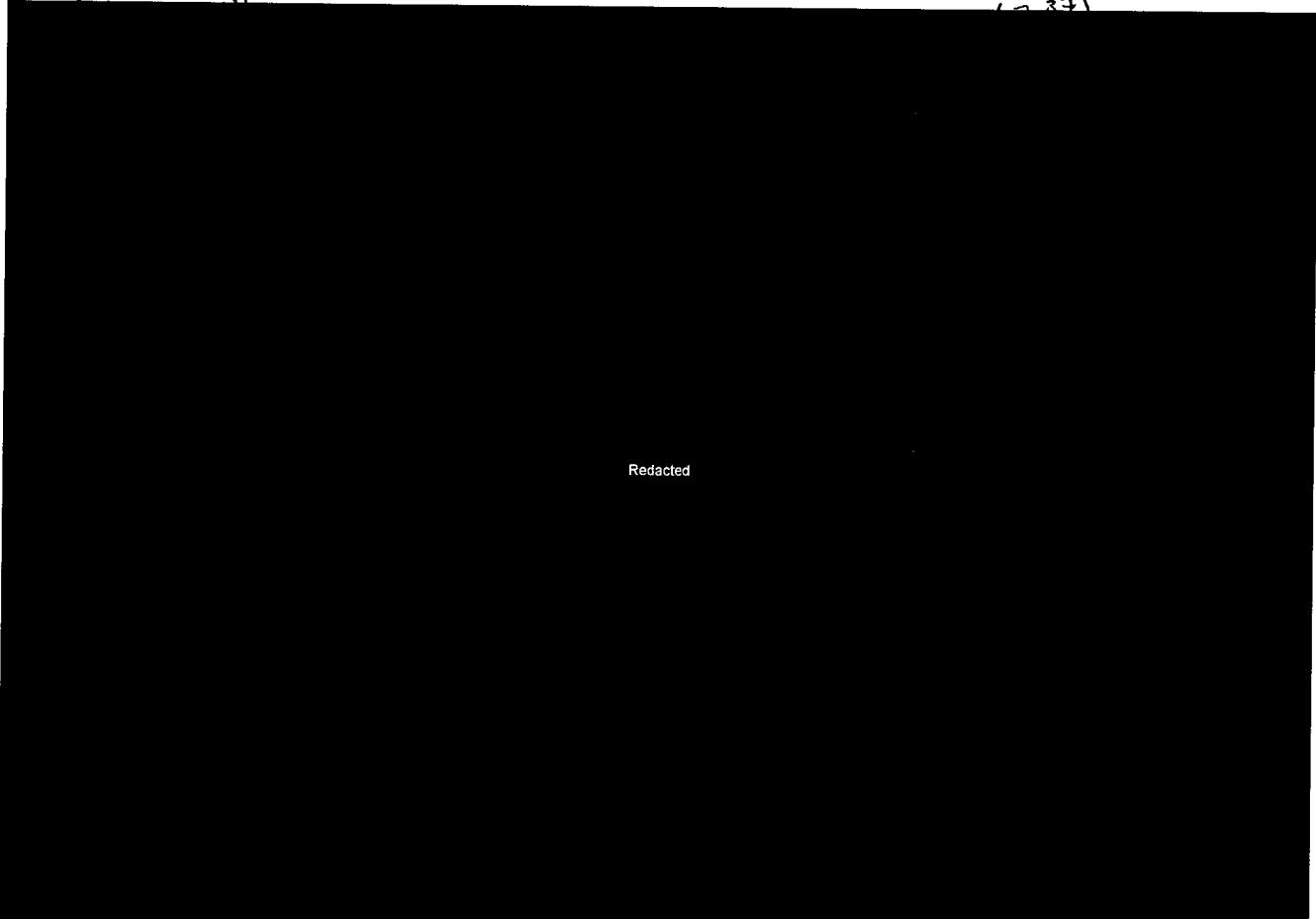
Labour: V21 90/4 NC 90/# or TRAIN cash o/s
(-33)

Redacted



✓ 11649(9) (1.4)/6

3 0
(-33)



Redacted

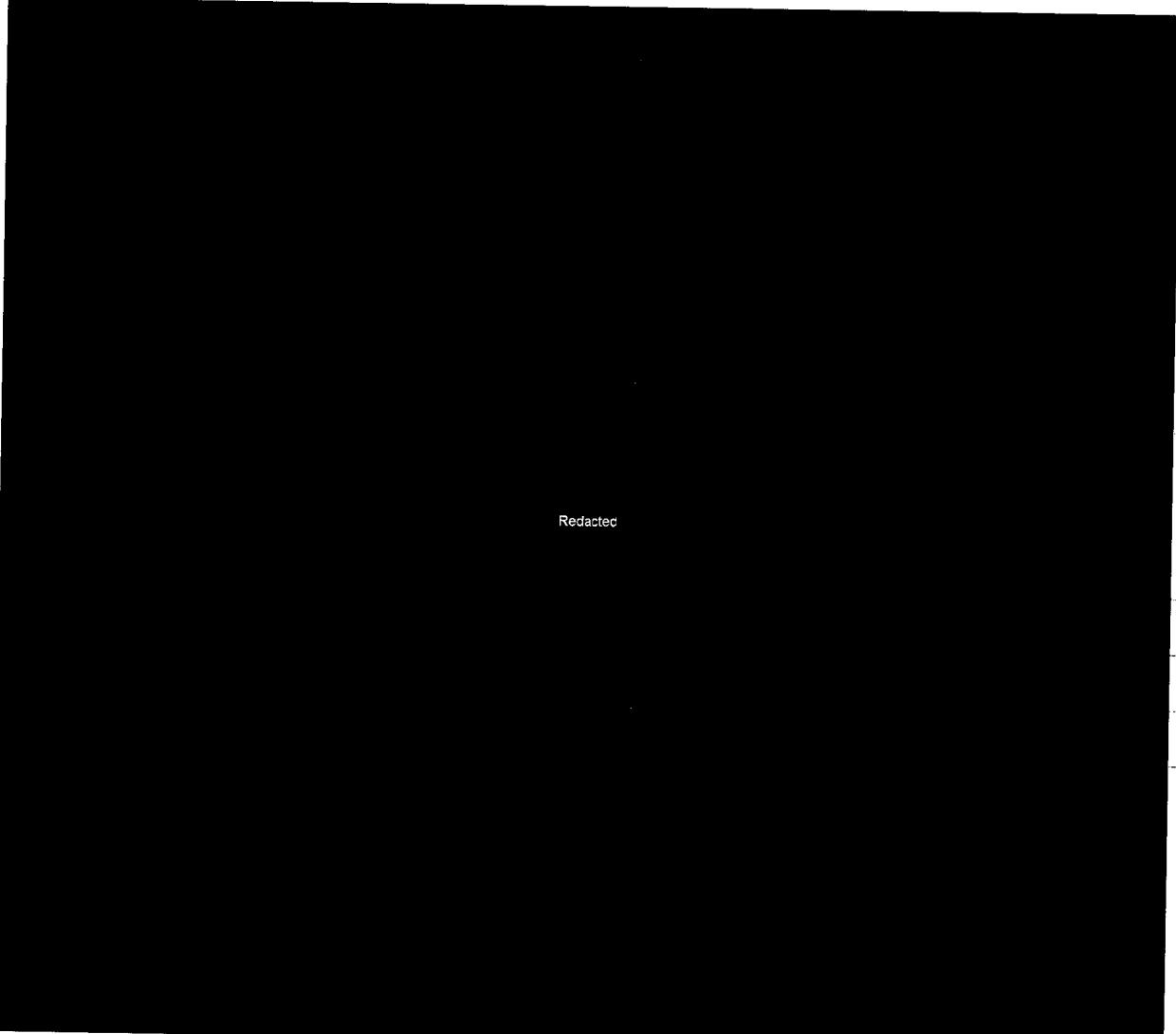
11/29

V2190/# NC90/# or TRIN cash o/s

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11649



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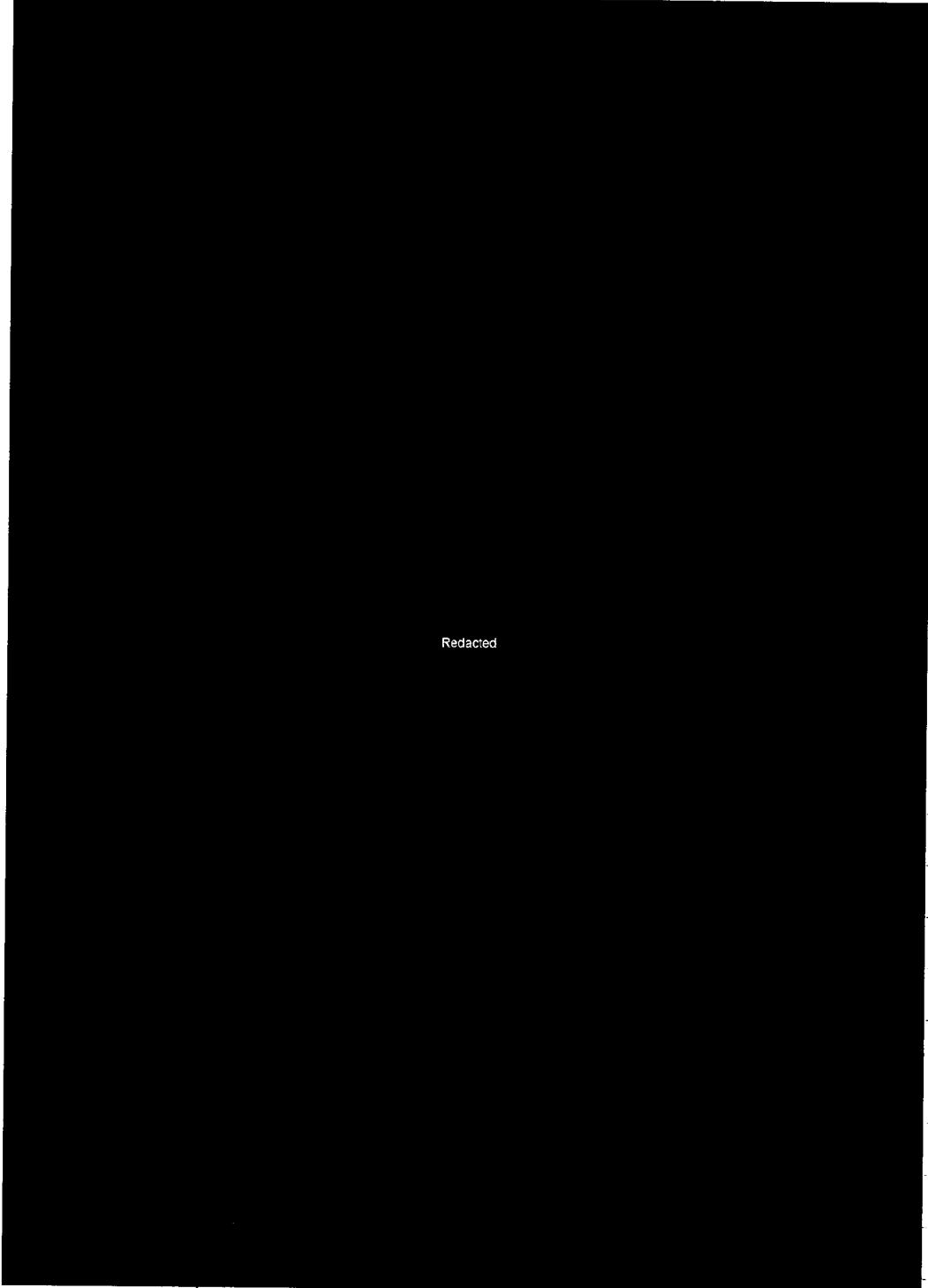
QASA

Plan for Hooke 12/6

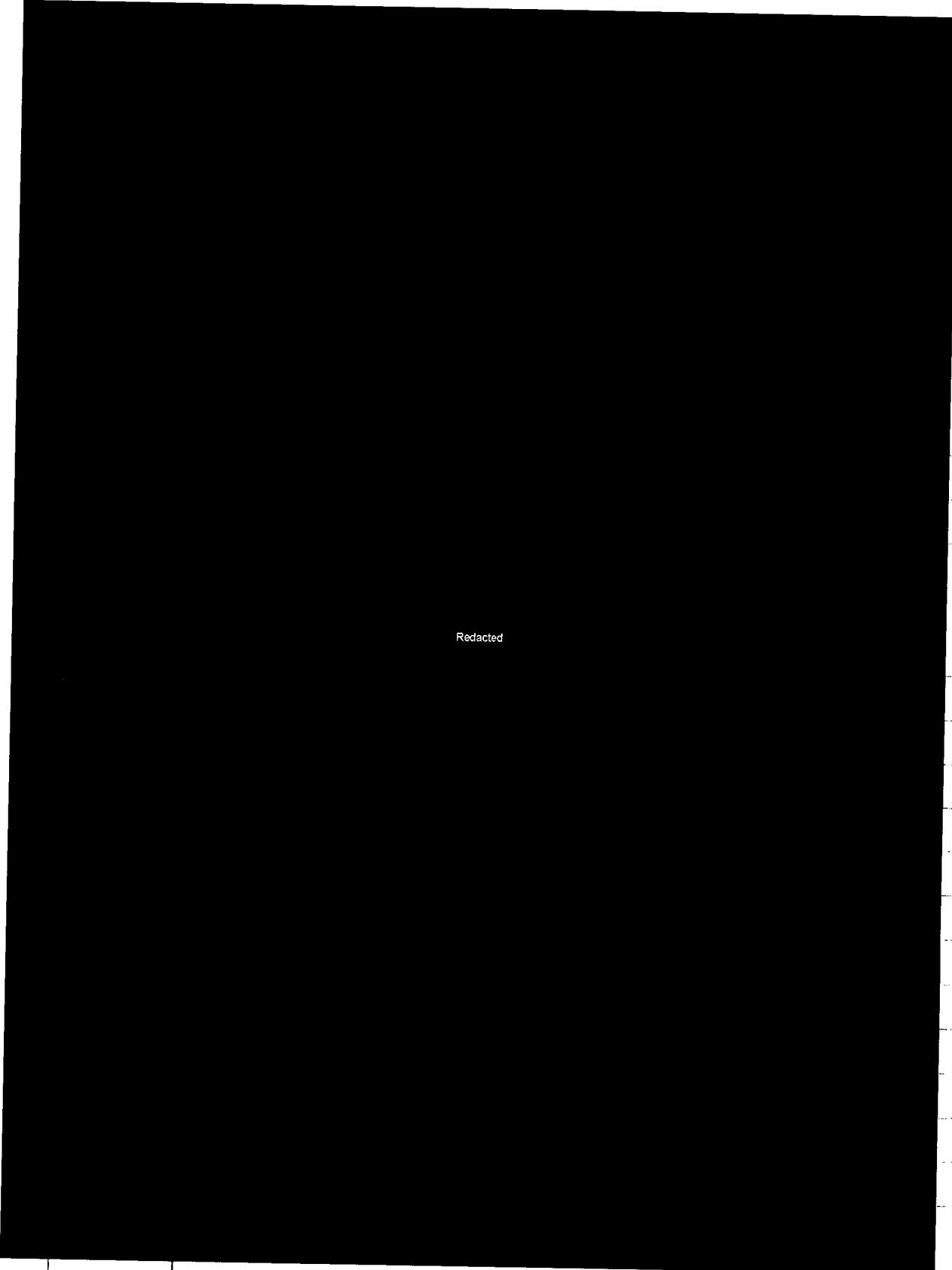
- holiday party for SM term
- Secrecy = insertions
- term = secret SWIA

Redacted

Redacted



Redacted

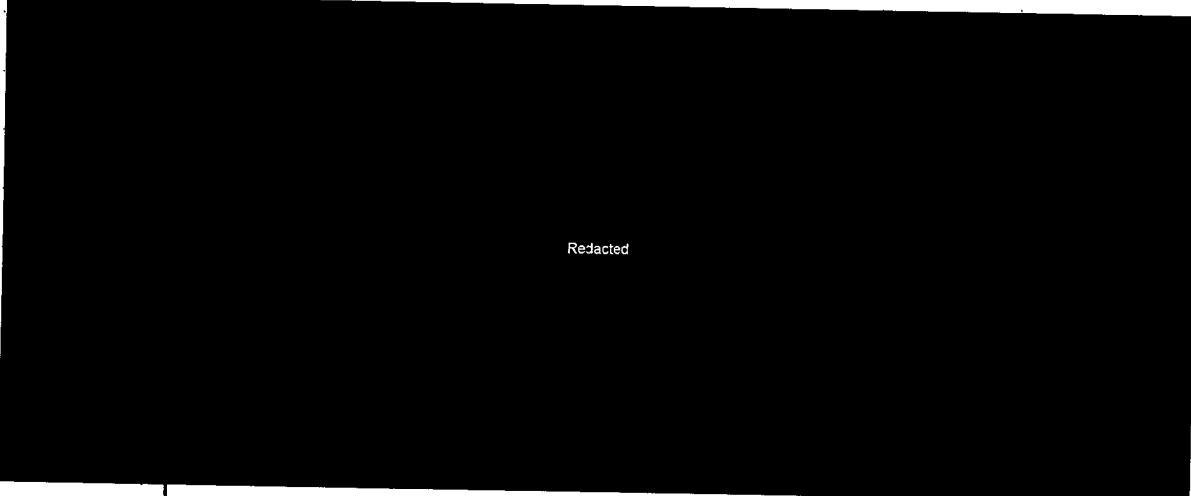


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12/6

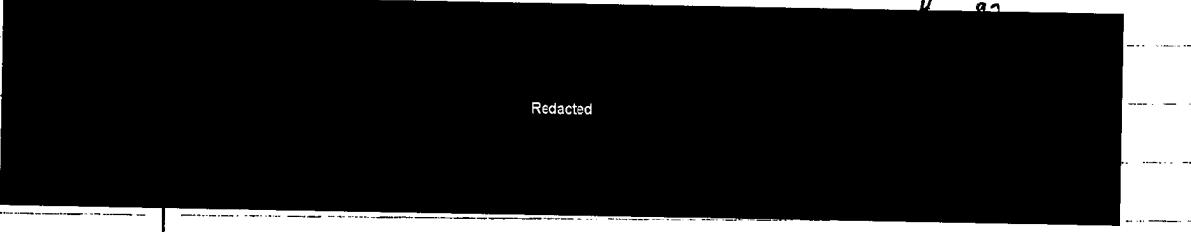
12/20 hours NC OT TRW GHO/S *Clover average USD*

Redacted



11649

K 81

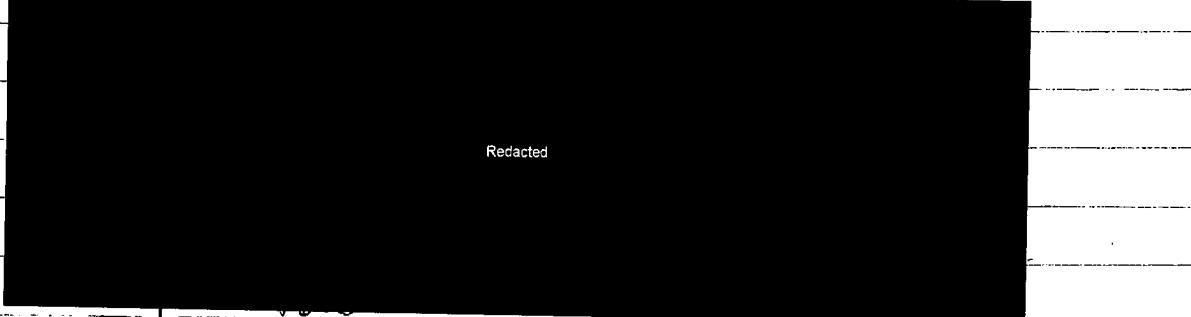


Redacted

Customer Voice: biggest increase

top → bottom

Redacted



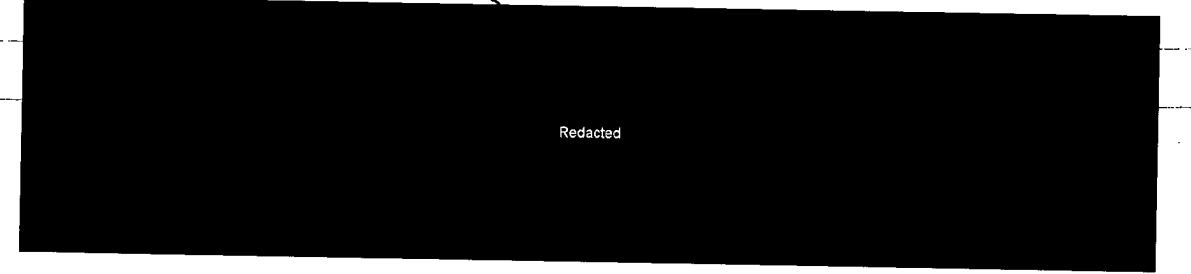
11649

0

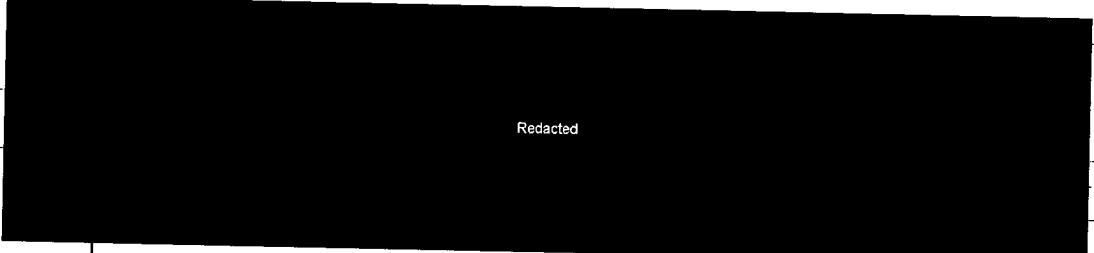
7675

66%

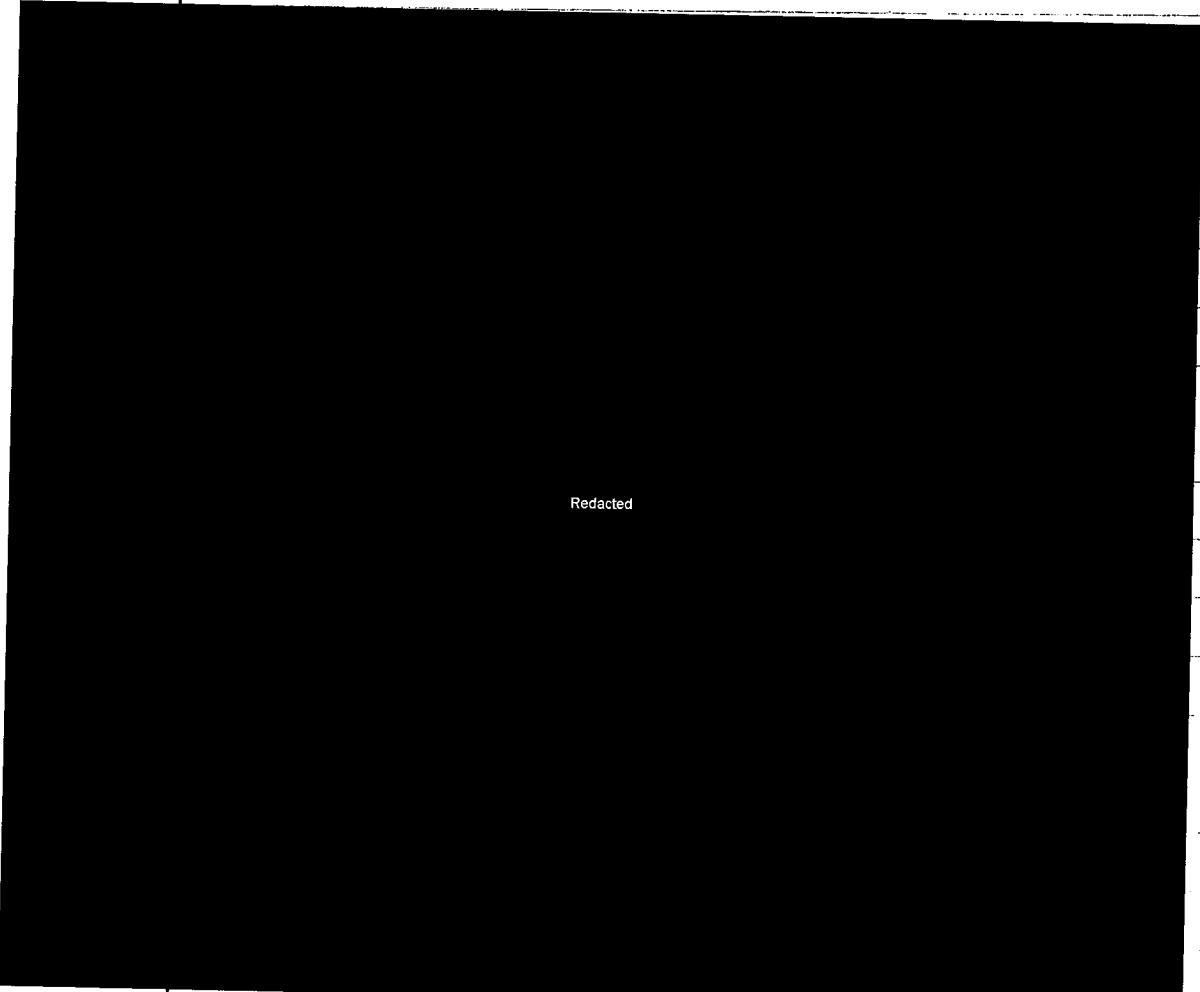
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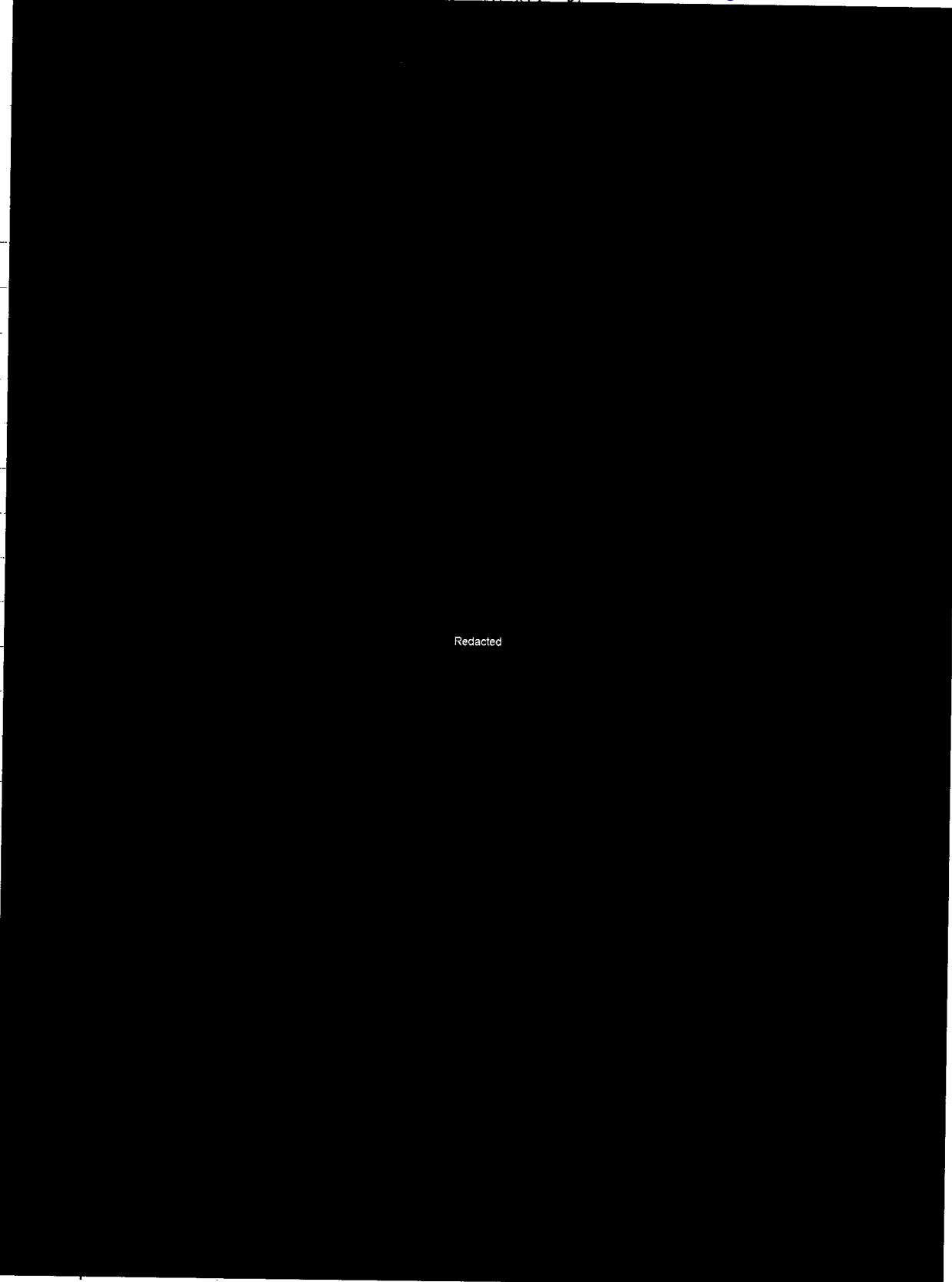
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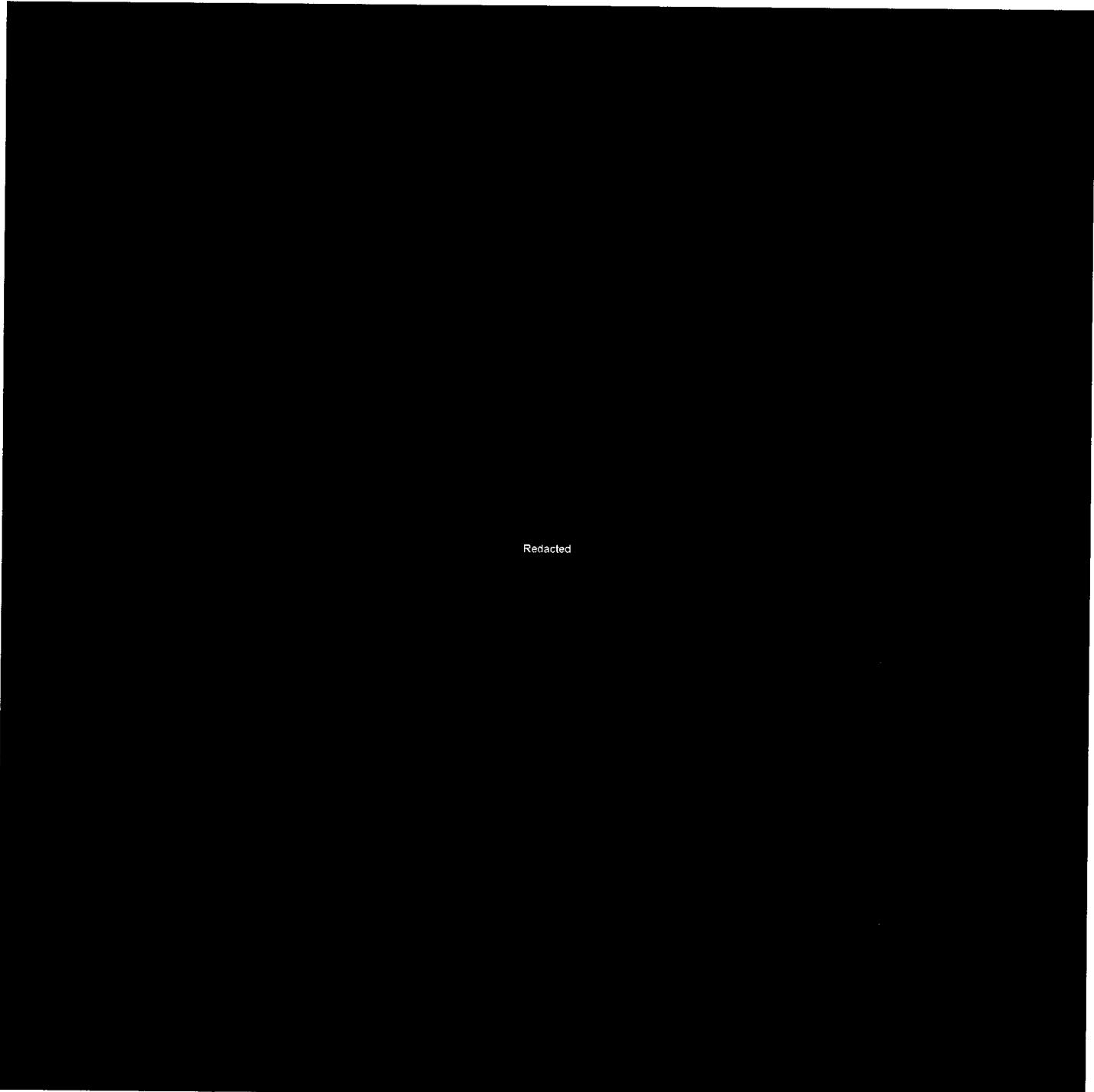
- o connect v1 Secrecy about VW/KV expectations



Redacted



Redacted



Redacted

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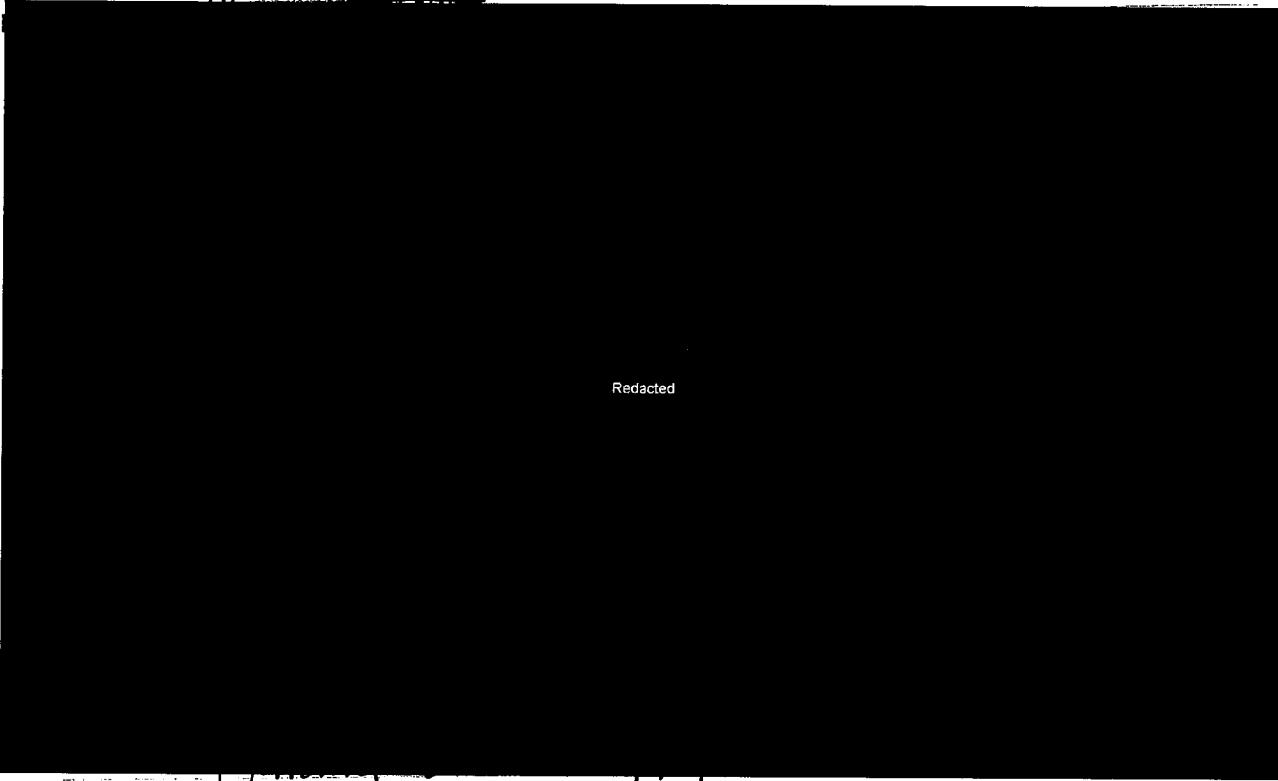
CONFIDENTIAL

STAR_MARSHALL0001384

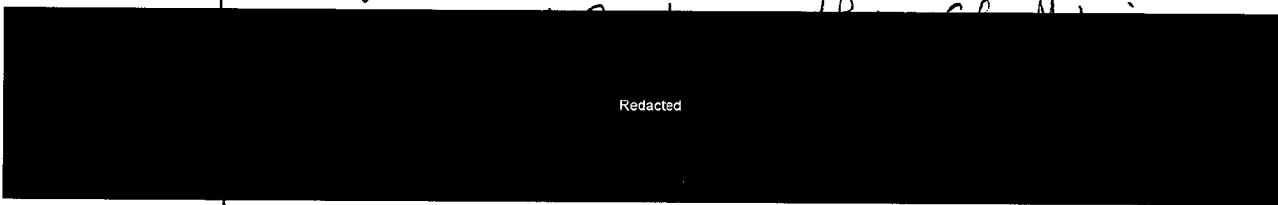
12/13

51

Redacted



o Security = what's her plan for Sonnys?



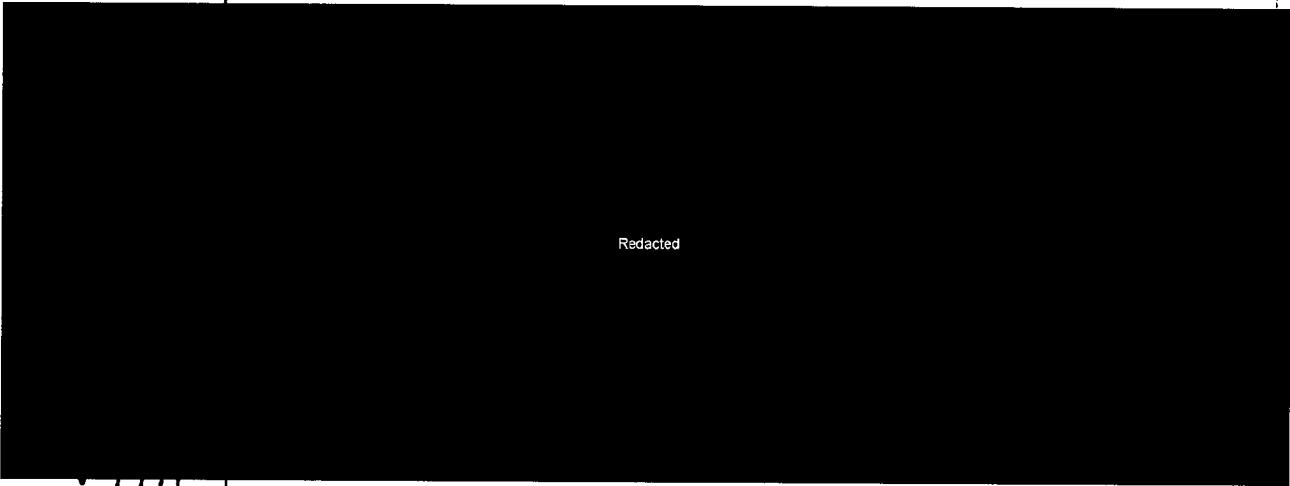
Redacted

Personal:

Marty x-mas gift
Angelo x-mas gift
Nick > gift CEO

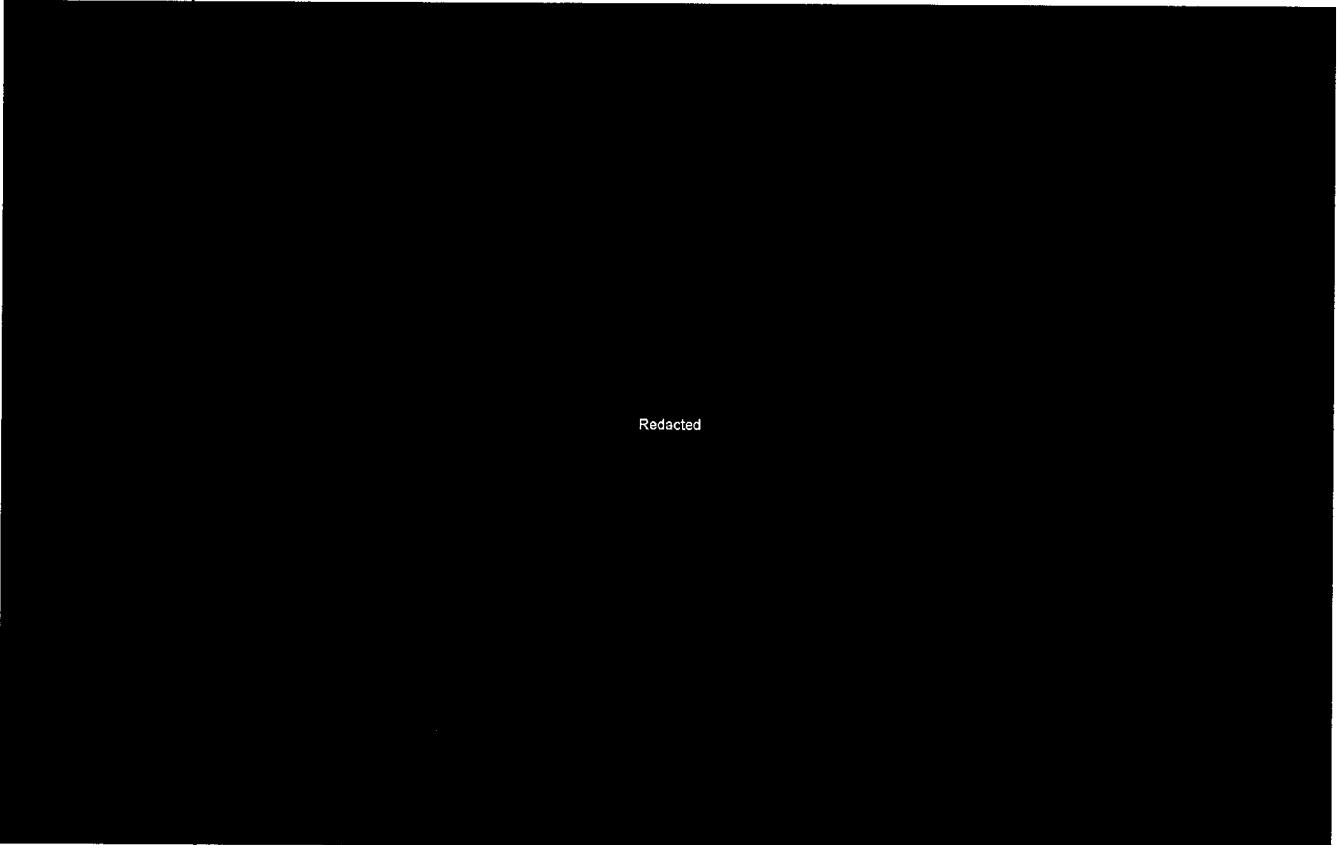
Hair appt. = Thursday?
Car appt. = talk to her

12/13

V21 NC72 OT main cash o/s ^{CV} _{Alpha} P+L


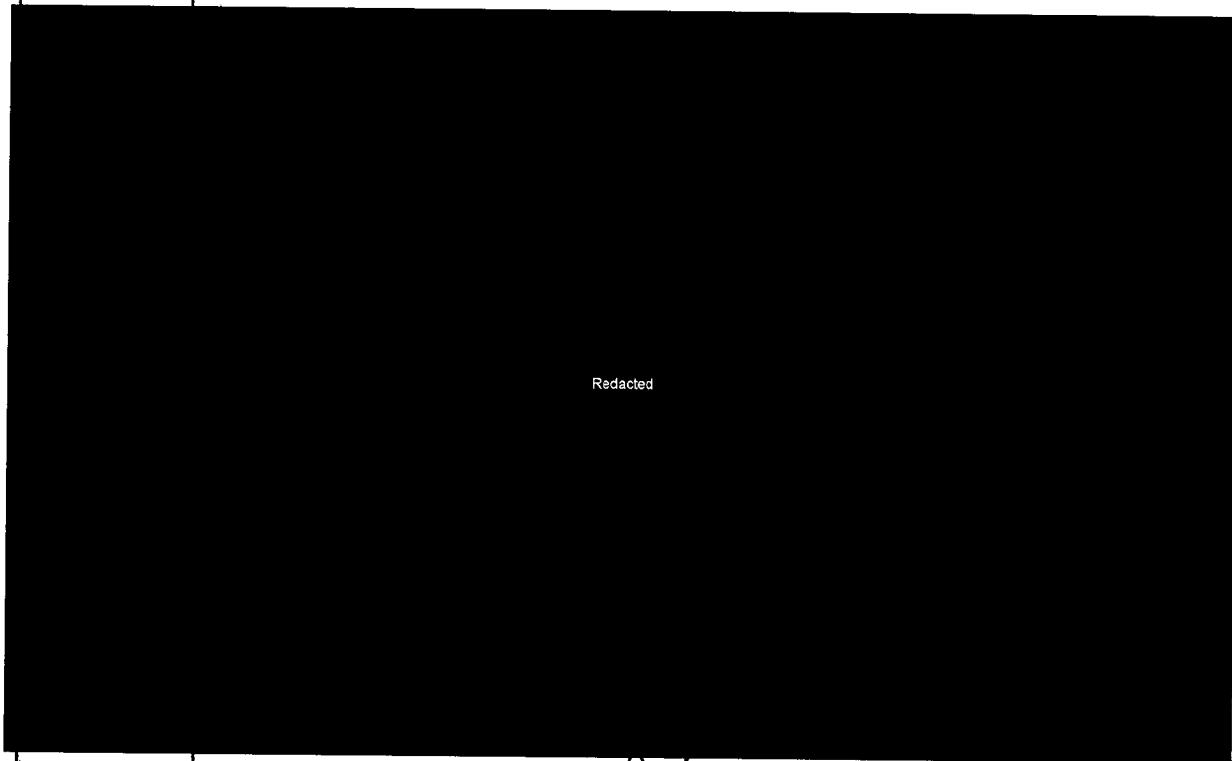
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111649



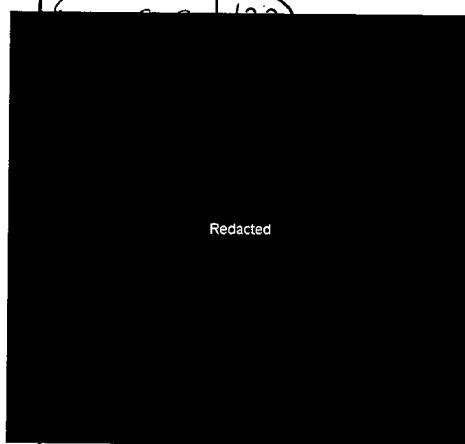
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Label WJD	12/15 100
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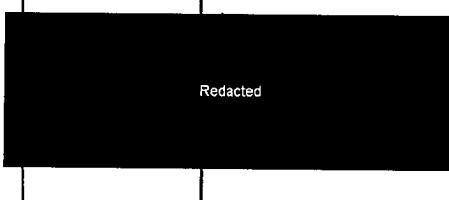
Redacted



11649

34

Redacted



Redacted

12/20 V21 NC TRAV OT cash o/s Clover

Redacted

++11

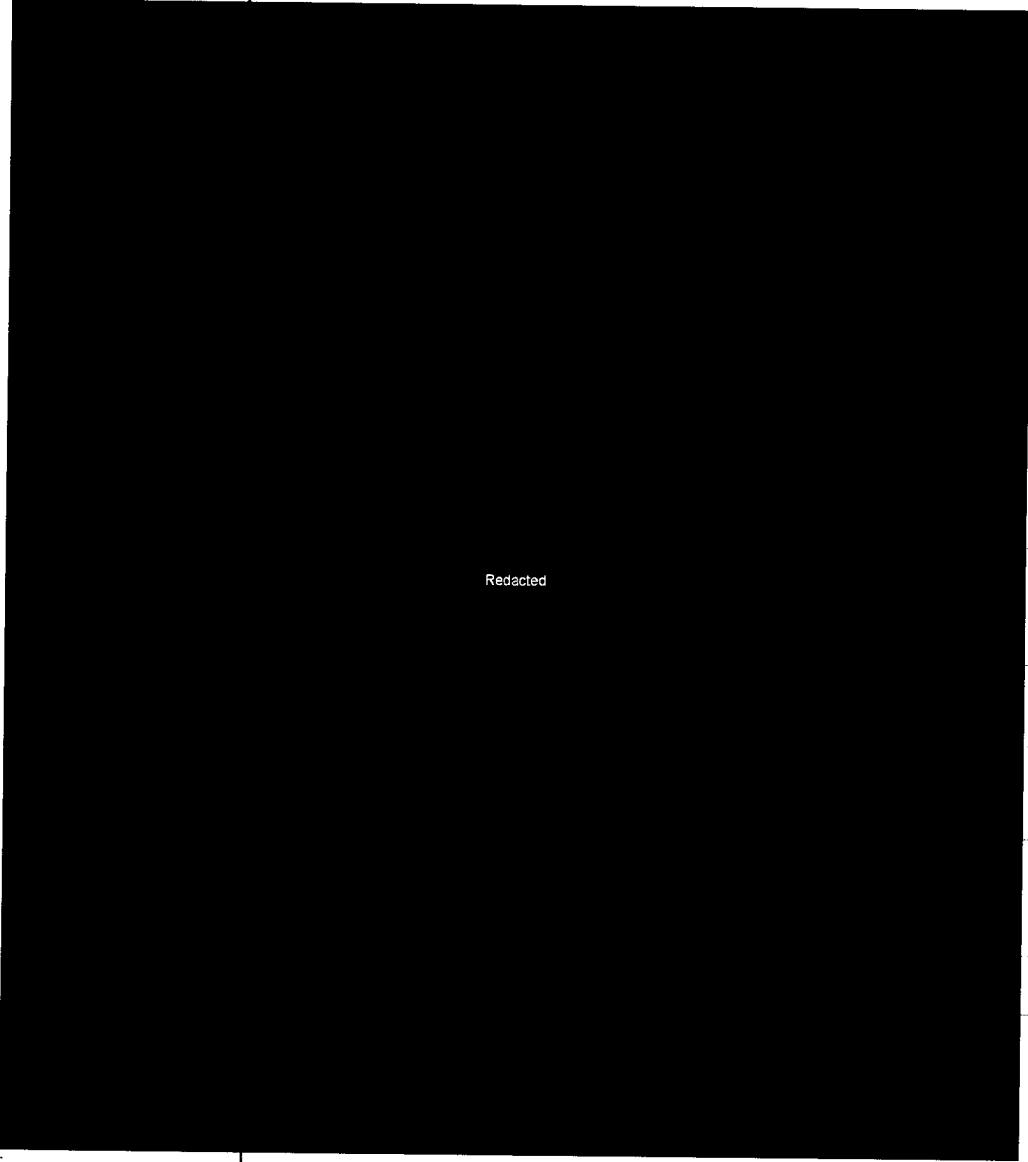
11649

14

Redacted

11649 = A

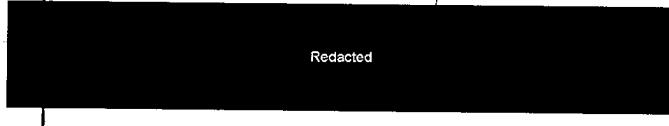
Redacted



2¹⁵ p- close ② 6x8

Zakia, Kevin, Security, Samba i NO

Redacted



Redacted

WEDNESDAY

1/5:

Redacted

Redacted

• CALL Security / Chris overseeing now

• PLAN for ⁴ being gone

• On-call prep - con

• CALL PRSC / NATE = Security = USh housing

• Has it been documented before + check corr. actions

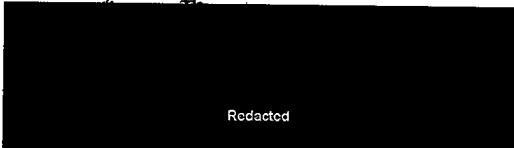
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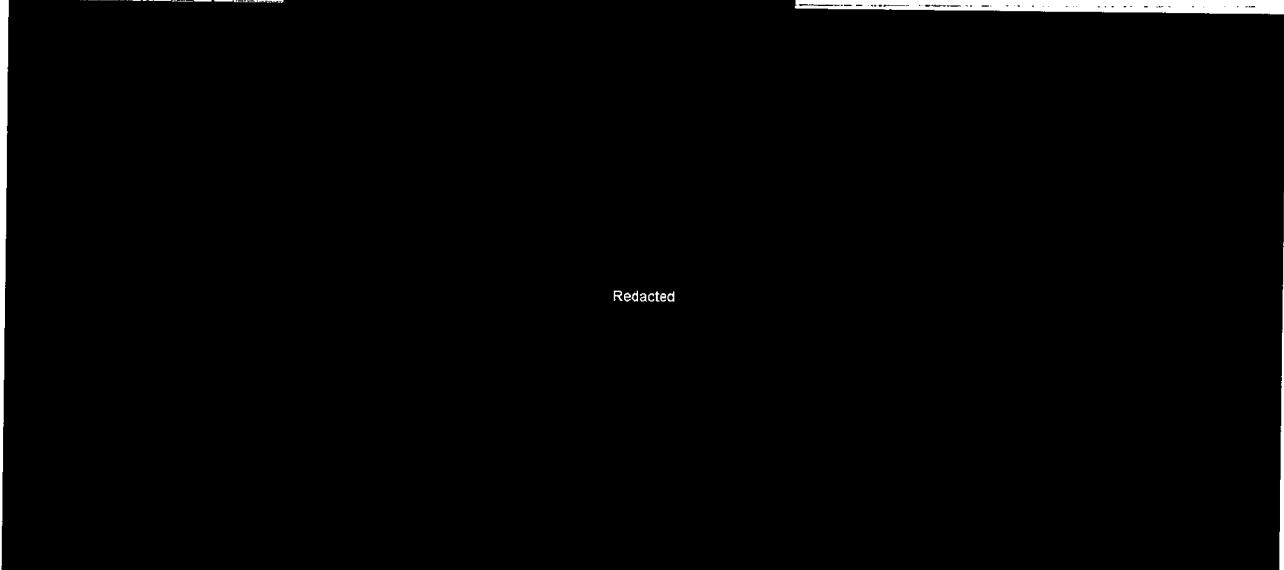
Thursday
partner
planning

1/6:

Redacted



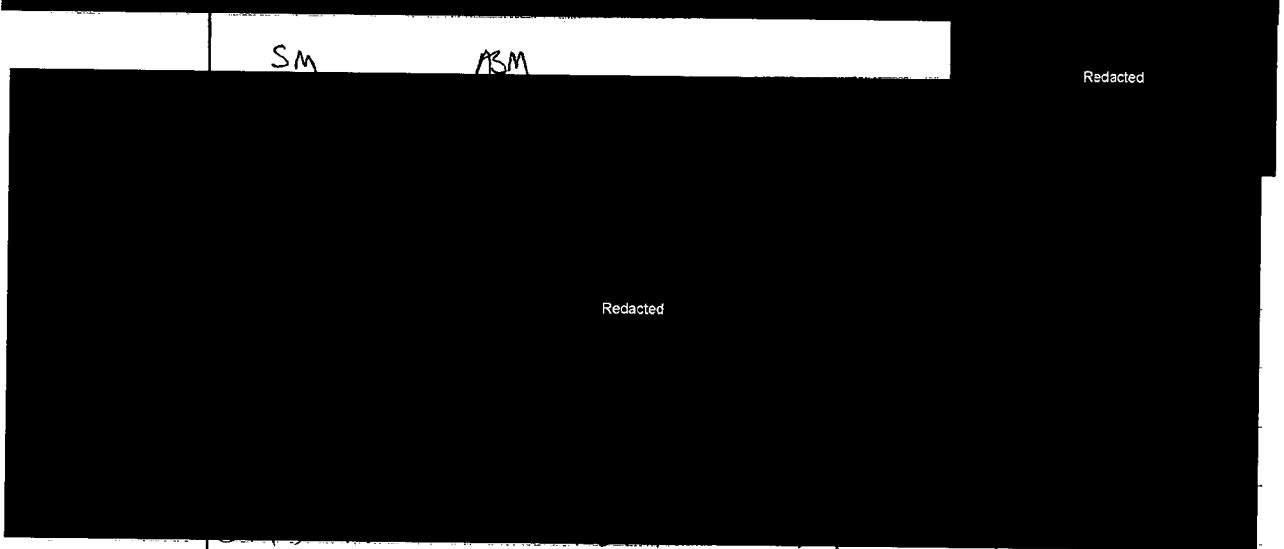
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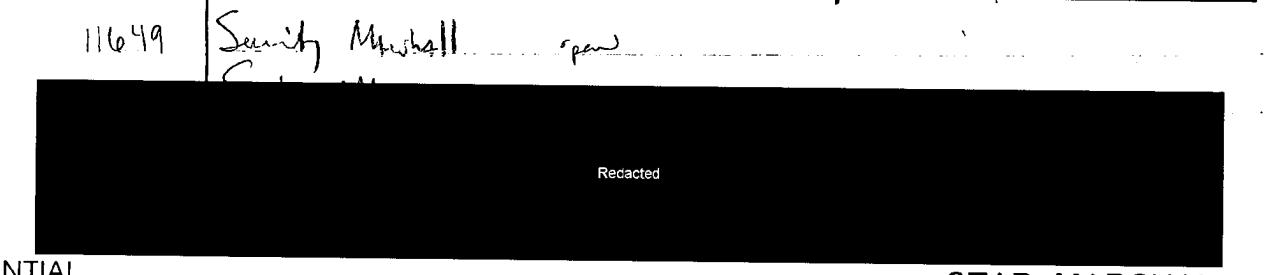
SM

ABM

Redacted

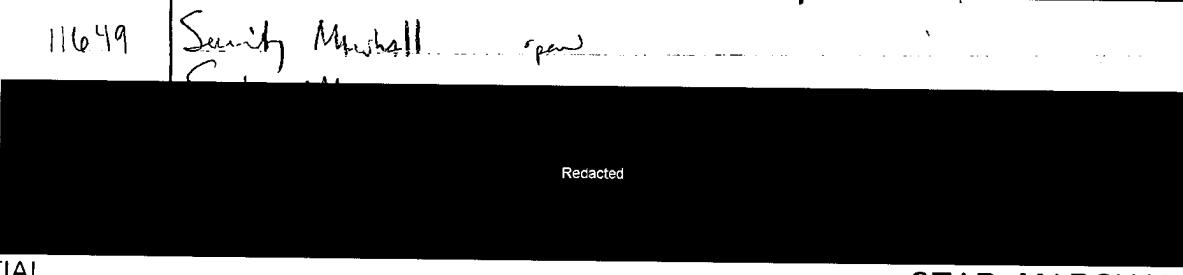


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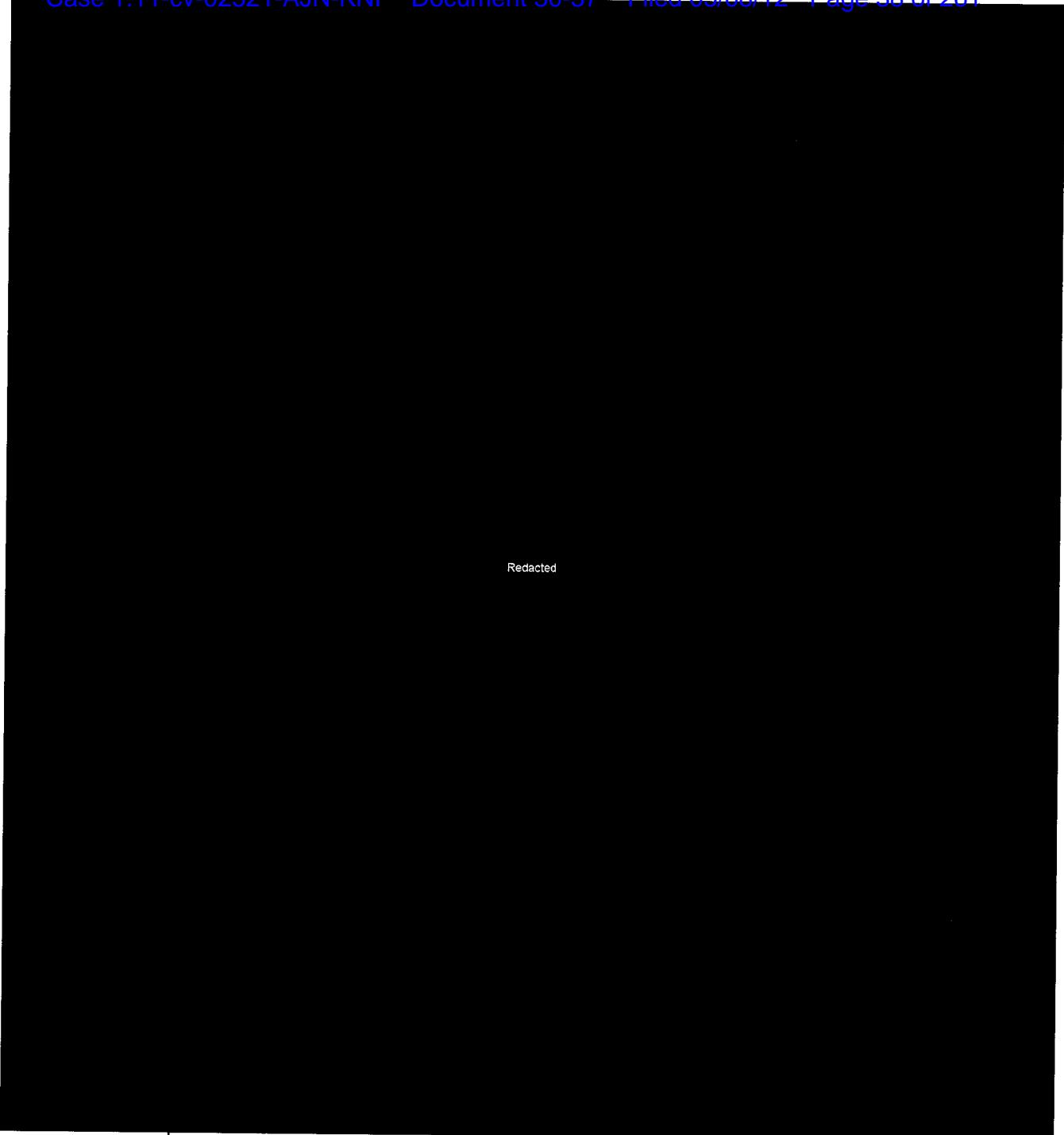
11649

Security Marshall open



Redacted

Redacted



December Cash o/s	December total sales	Cash o/s 90 of SALES	<u>above</u>	Comment
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Redacted

11649

+15 hrs.

Redacted

ccall PRSC - Society Marshall 1088330 12-0-12/22

Informing plaintiff in writing

not bringing deposit to bank only

~~At Stevens 1/6 (PRSC rep)~~

1/10

To Do:

Redacted

Redacted

Tina PRSC 817 431 8838

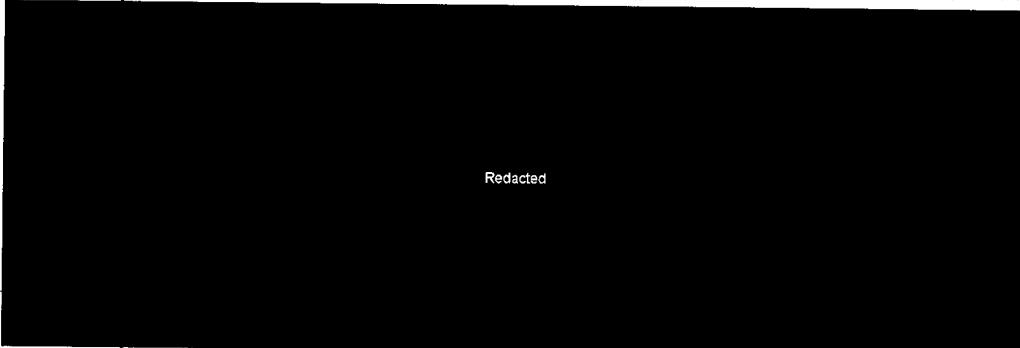
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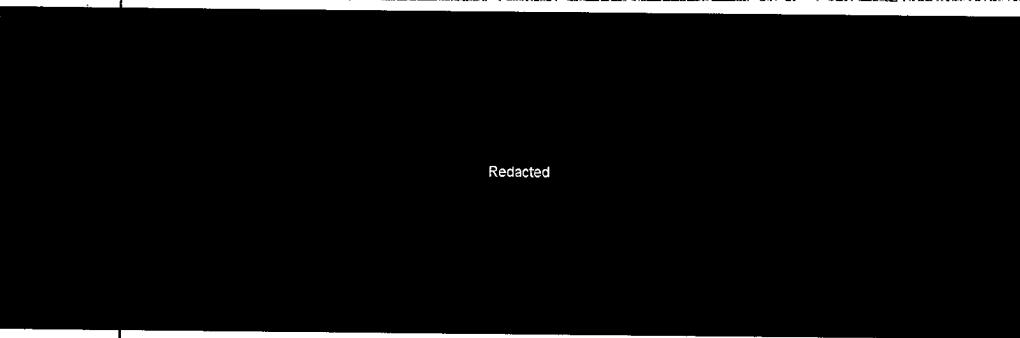
CV
RANK

CV movement

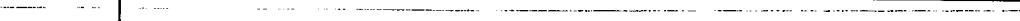
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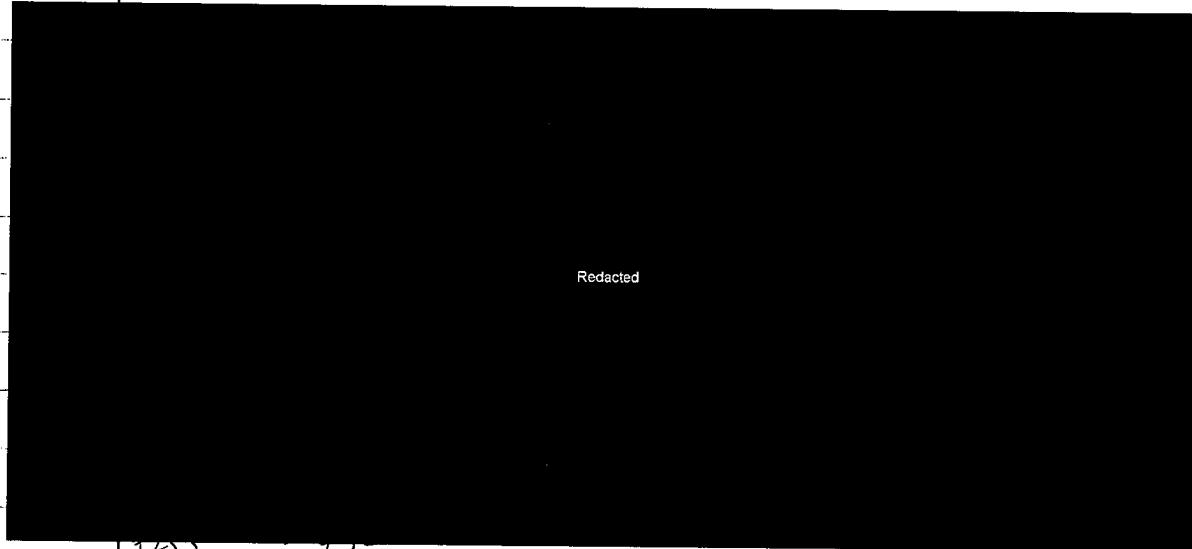
11649 6670 13538 -3



Redacted



November rank all mail for Area 82



Redacted

11649 = 8.1⁸¹
Cuth



Redacted

✓. crmz = King / Security / Jaw Express / Stradigus

Redacted

1/14:

Redacted

Redacted

V21 NC OT REC'D ~~PL~~ MIT cash a/s

Redacted

11649 0.4/41.3 1.6/6

(12) 1/21 2012

Redacted

Week 1/17 week 1/24 week 1/31

~~Shake~~ 847
Katy ✓ 11649
22/11 ~~W~~

1/24

Redacted

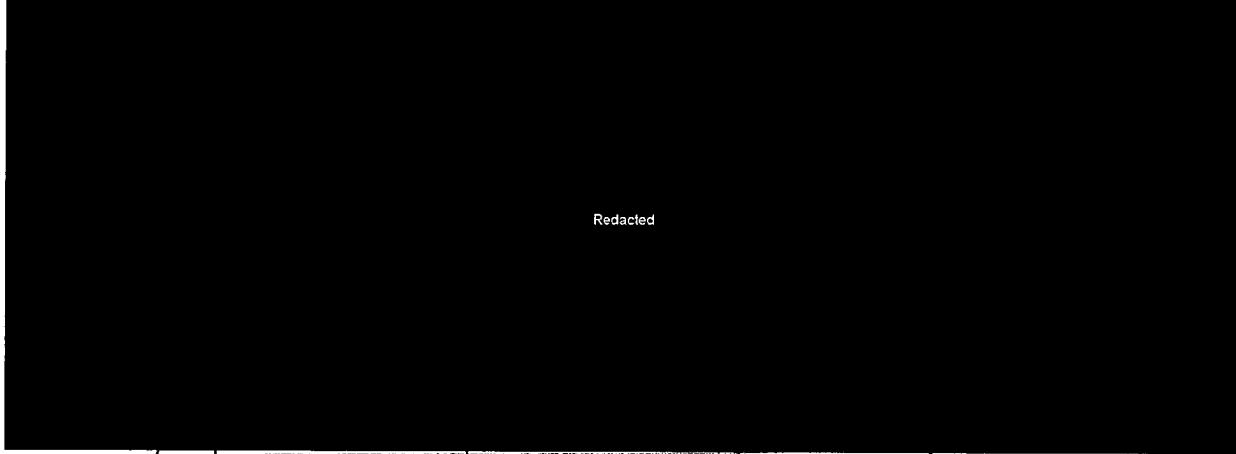
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Redacted

Follow up w/ Team

cash o/s Dec. CV Act. abv. Coff&AP, Hie Act corp.

Redacted



11649

0

confirms

Redacted



overall rank for DECEMBER

Redacted



11649

43

13538 71

~~72 73 74~~

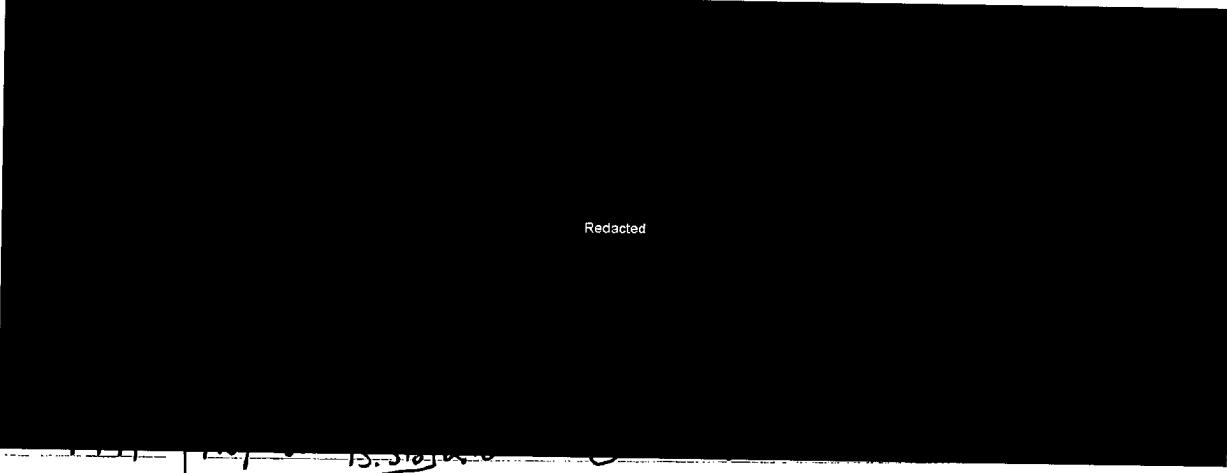
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1/31

V21/# NC 90 OT min Ash/o/s Jaws\$

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11649

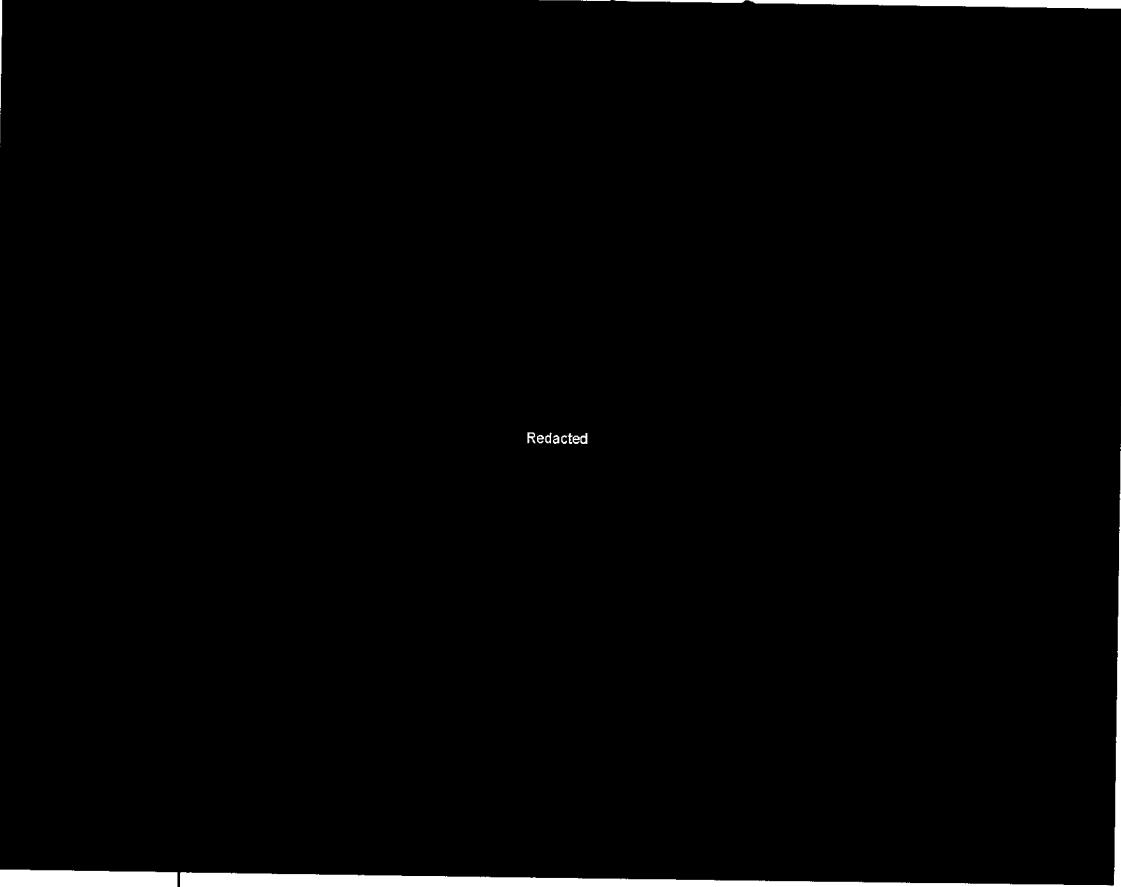
(0.1)

8.1

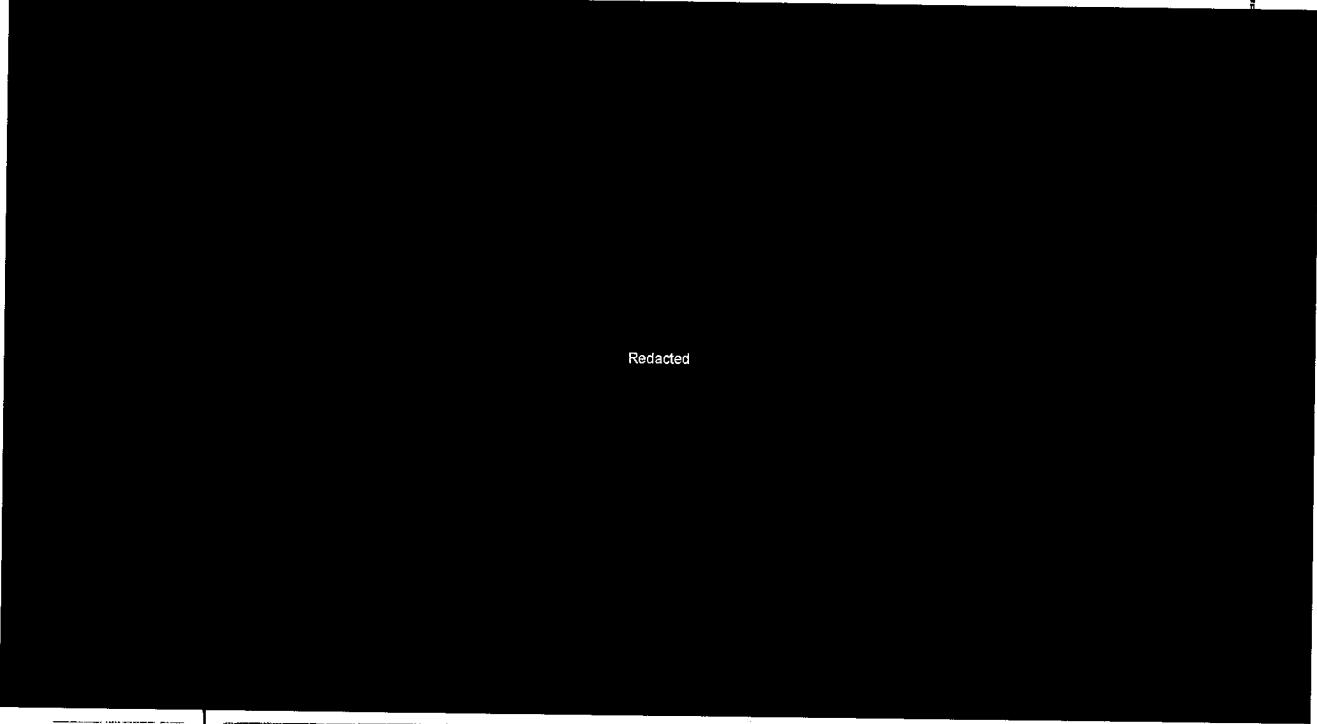
0.23

4

Redacted



Redacted



CV Dec ⇒ Jan diff



Redacted

11649

66

(61)

-5

Redacted



11649

660 \Rightarrow 61%

(-5 points)

F 81 \Rightarrow 76%

Bottom Two

S 60 = 61%

Specs 61%

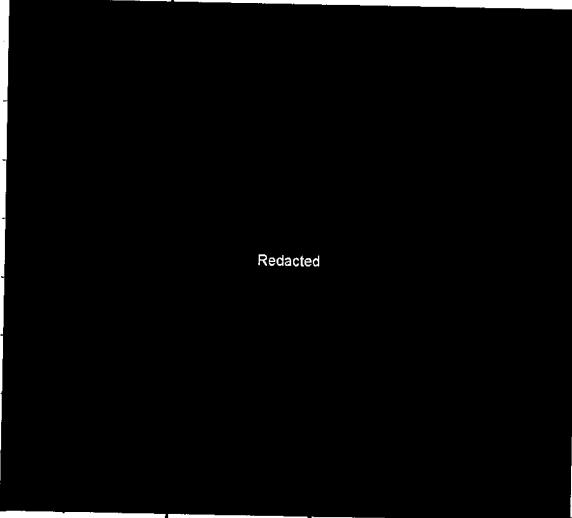
T 71 \Rightarrow 72%

Class 52%

C 48 = 52%

Redacted

Redacted



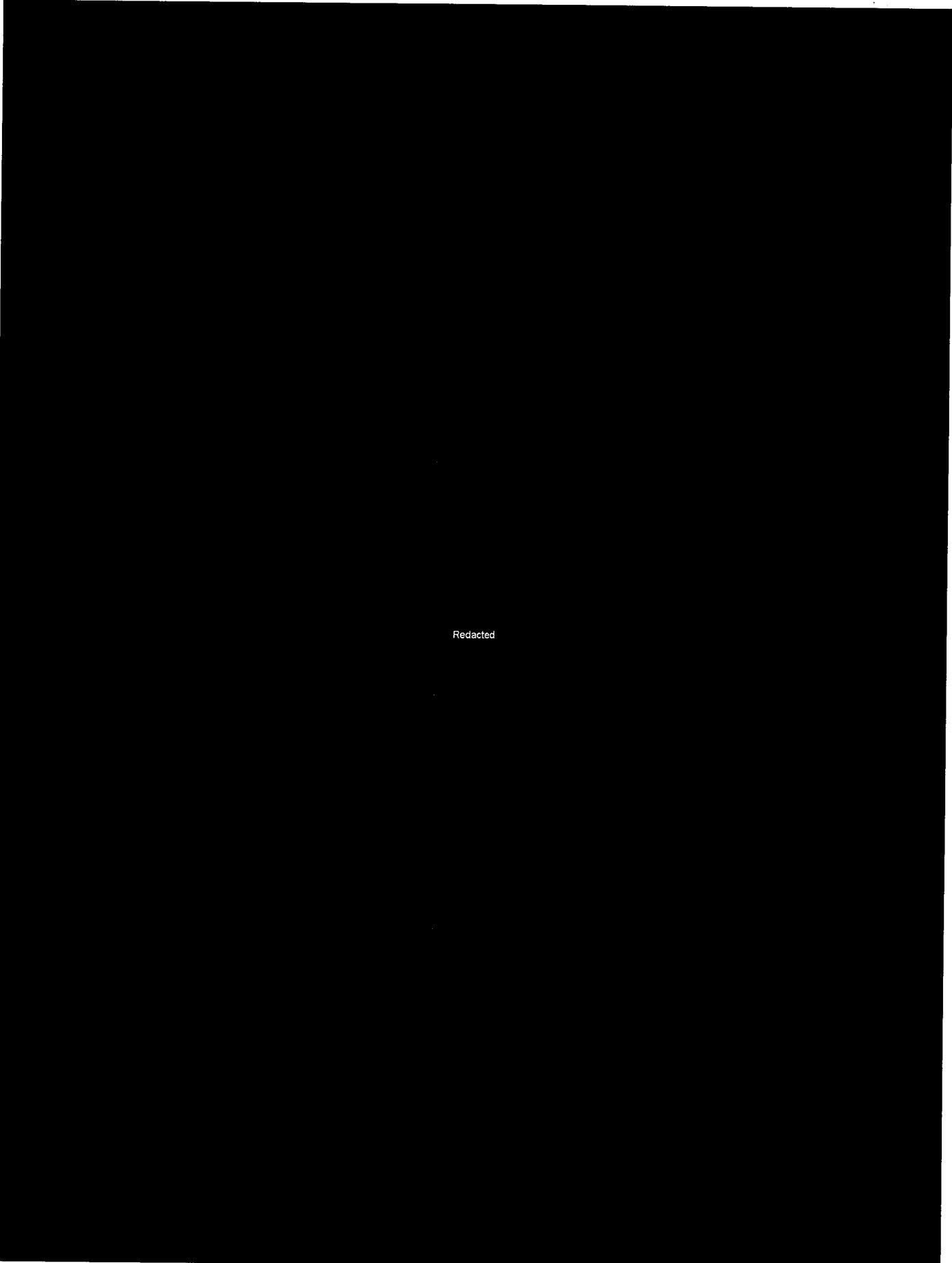
11649
1163

Bethany + Kimberly
Child + A

Redacted



Redacted



Jaw. Total #

cmh 0/5

90 of sales

no bulk
no thru
WFO 200

Redacted

Redacted

11649

107,322

-\$415

0,38 /*clis*
Carby

Redacted

Labor wing

CAH.WTD

Redacted

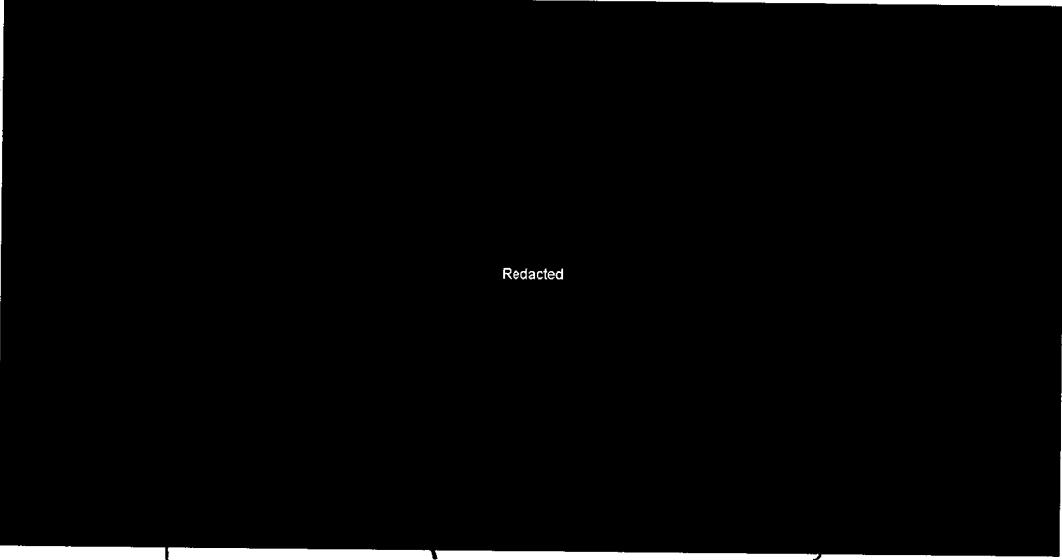
11649

(-1) / -19

Redacted

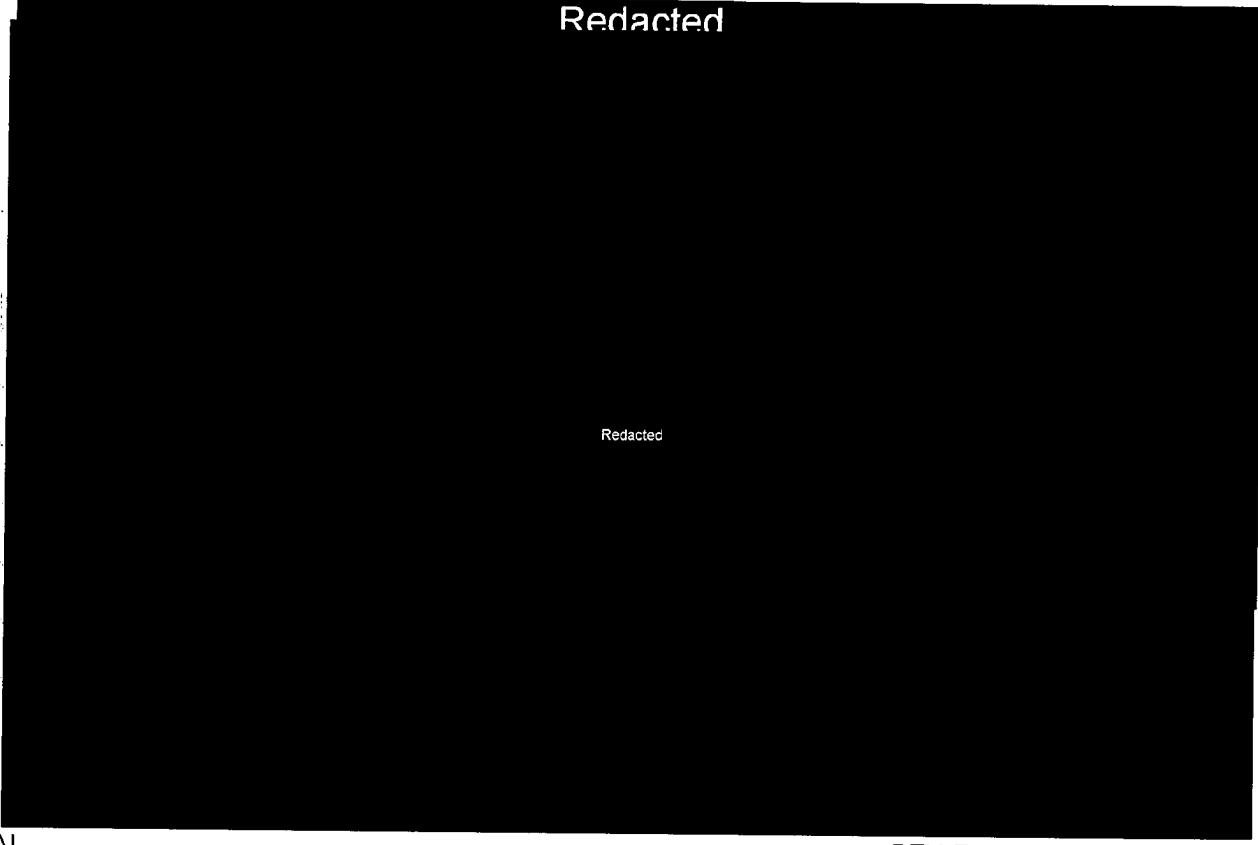
2/21 o *res the coffee event*
✓ o *call Tina Pizanno = Security*

Redacted



o *Security = return 1st = call Lee*

Redacted



Redacted

Redacted

Redacted

✓ 21/ft NC OT Train cash/s items of coffee

Redacted

✓ 11649 (0.1)/.5 0 10.8 (31.06) 1993 698 +374

Redacted

Redacted

2/28

~~aprep for Security sp.~~

Redacted

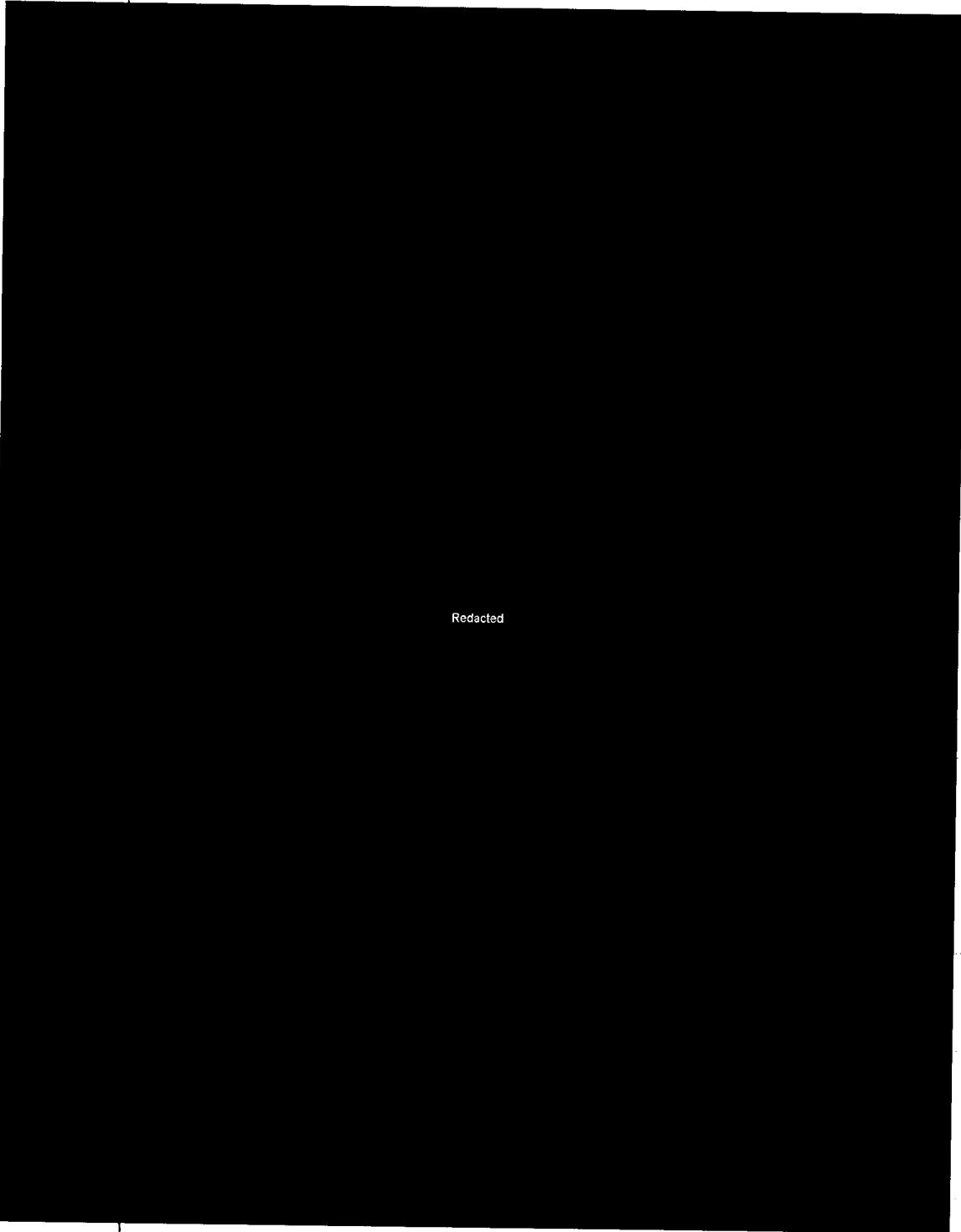
~~o contact LDA to confirm Security's return 1088330~~

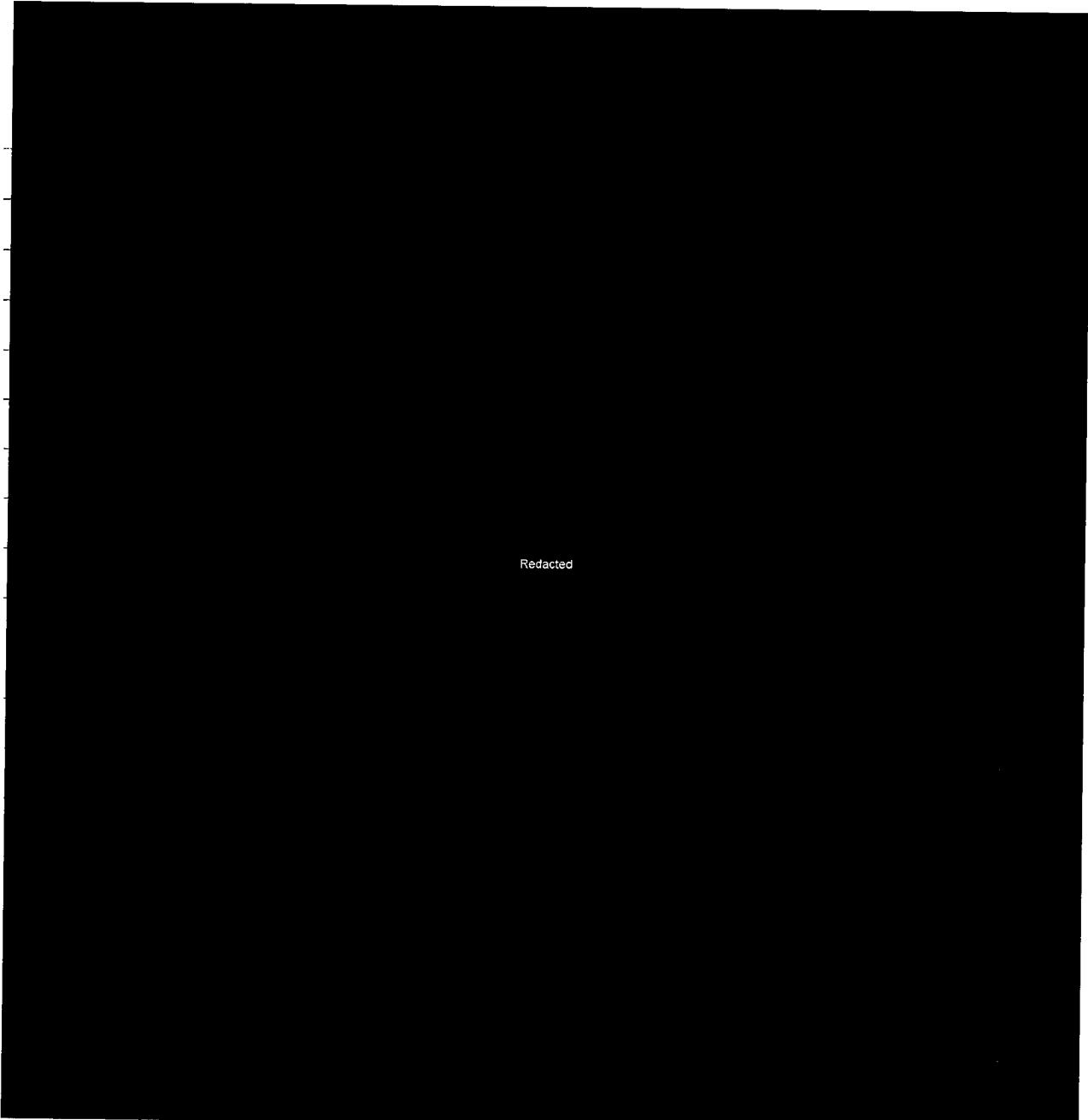
Redacted

~~o Security = Separation document / benefits statement~~

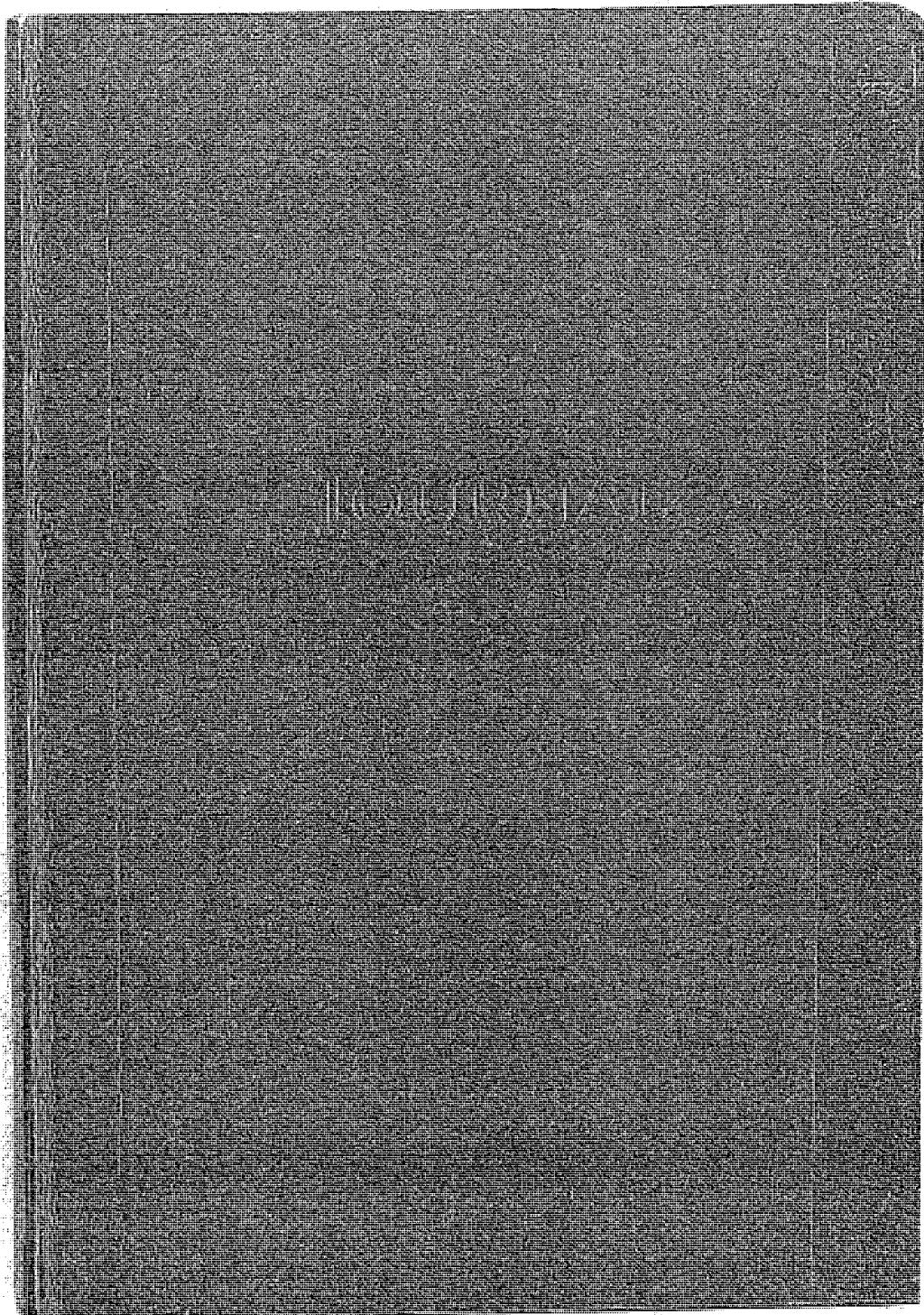
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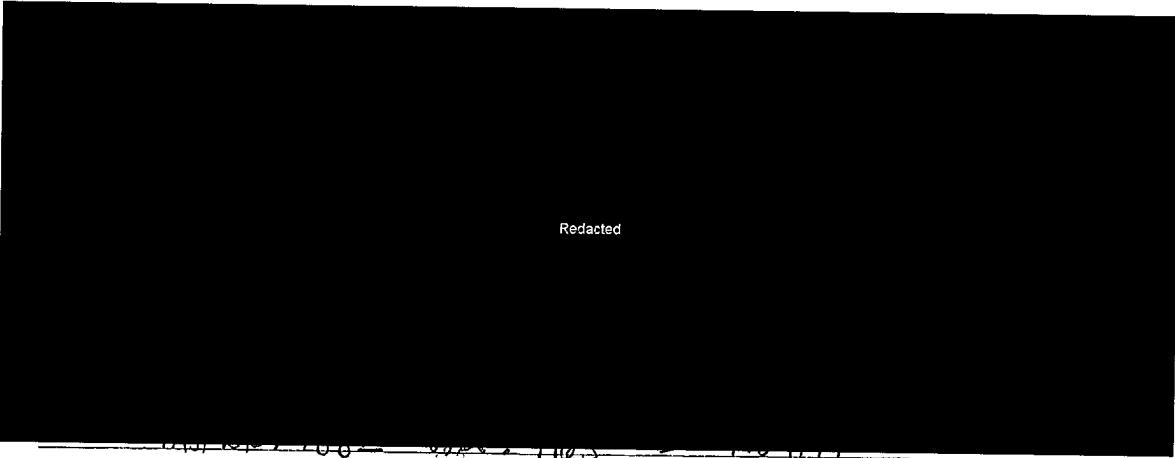




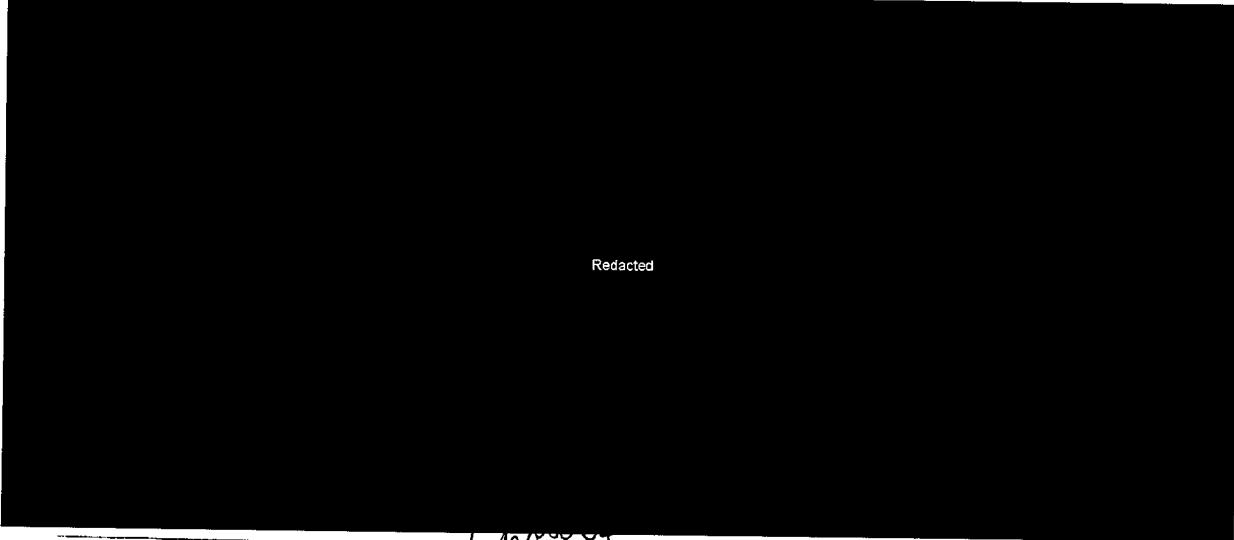
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Redacted



49 1st wk: 1834 gal: 2000 \Rightarrow 890 lift
46.50 - 1st wk: 849 gal: 1000 \Rightarrow 159.1.61



Redacted

Dr. Peo

973.736.1313

977.684.9040

977.669.6616

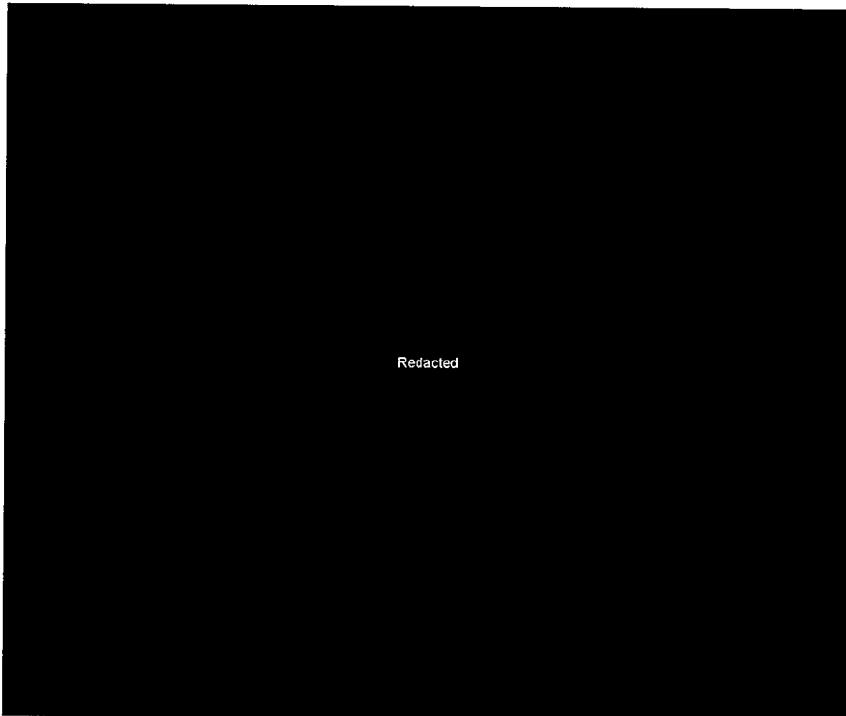
347.781.7798

Mo 1/4 Tu 1/4 We 1/4 Th 1/4 Fr 1/4

Redacted

11649 400/380 400/378 400/387 400/404 400/389

Redacted



SS

SS

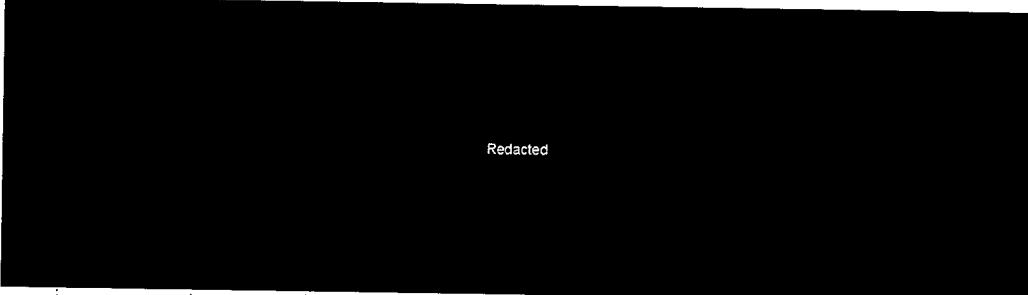
S

SS

11649 Security

Redacted

Redacted

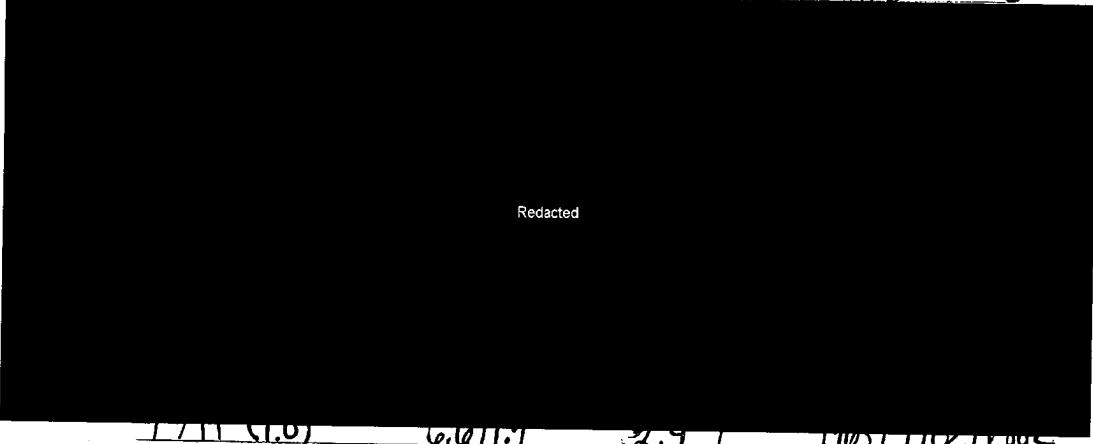


SALES SALES CC TC FC
8:12 TY BINGET 90 70 10
8:12



Redacted

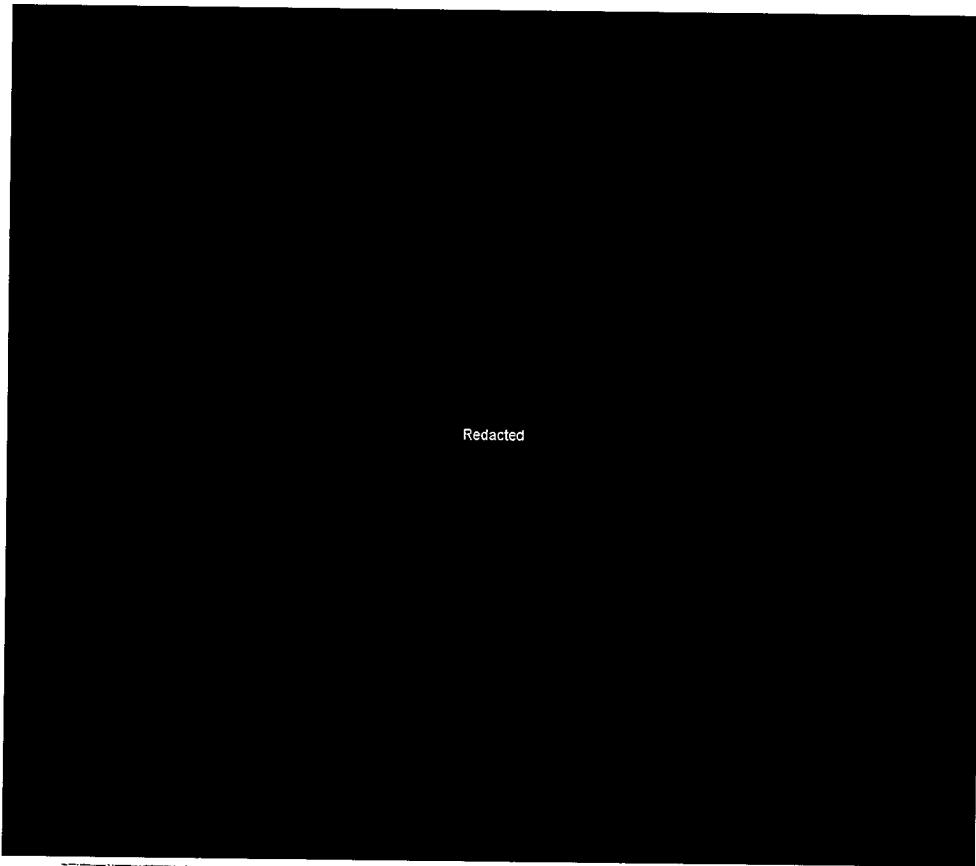
11649 119,407 70,860 55,2 32.1 30
84,154 59,885 52,2 17 171
11650 78,514 69,902 50,7 4,6 2,8



Redacted

11649 119,407 60,071.7 2.7 11650 1102 7002
84,154 59,885 (469) 2000 1938 1834
11650 78,514 69,902 1000 849

2.8.10 Team Hoole



Final re 1st week Q/A & opps

Serial

Redacted

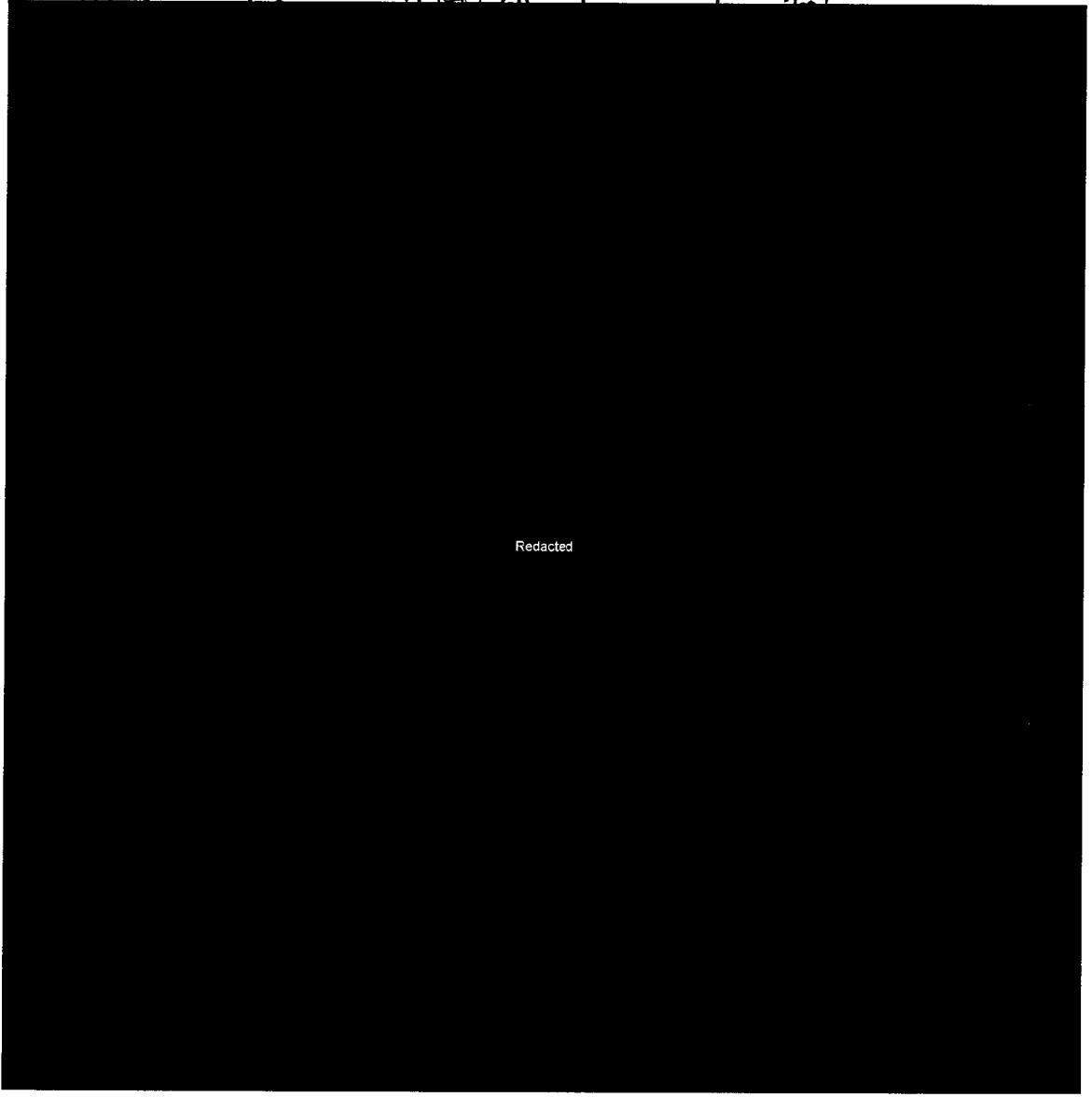
week of 2/8 Transaction tracking

Ma/4 Ta/4 Wg/4 Thg/4 Fg/A

Redacted



11649 400/380(8) 400/371(8) 400/ 400/ 400/



Redacted

V21 NCH % OT qual/actual / uw / % growth

Redacted

11649 (16) 7/2.2 0 2000/1821/

Redacted

02/16/10 : ops/partner planning :

Redacted

ASM (opp: leadership) lives in
RMT 3/1 to Serenity → Mexico, Kepri Staten
(Body Shop) → 1st time ISLAND
FDD. Worldwide + SM

Redacted

2/22/10 :

Redacted

Redacted

✓ Follow up w/ Serenity = Kerri (RMT begins next Mon)

Redacted

V21 NR. # 190 OT

COUNT
submittes

Redacted

11649 (1.1) 8/2.6 0

Redacted

terms goal / actual / low / % growth

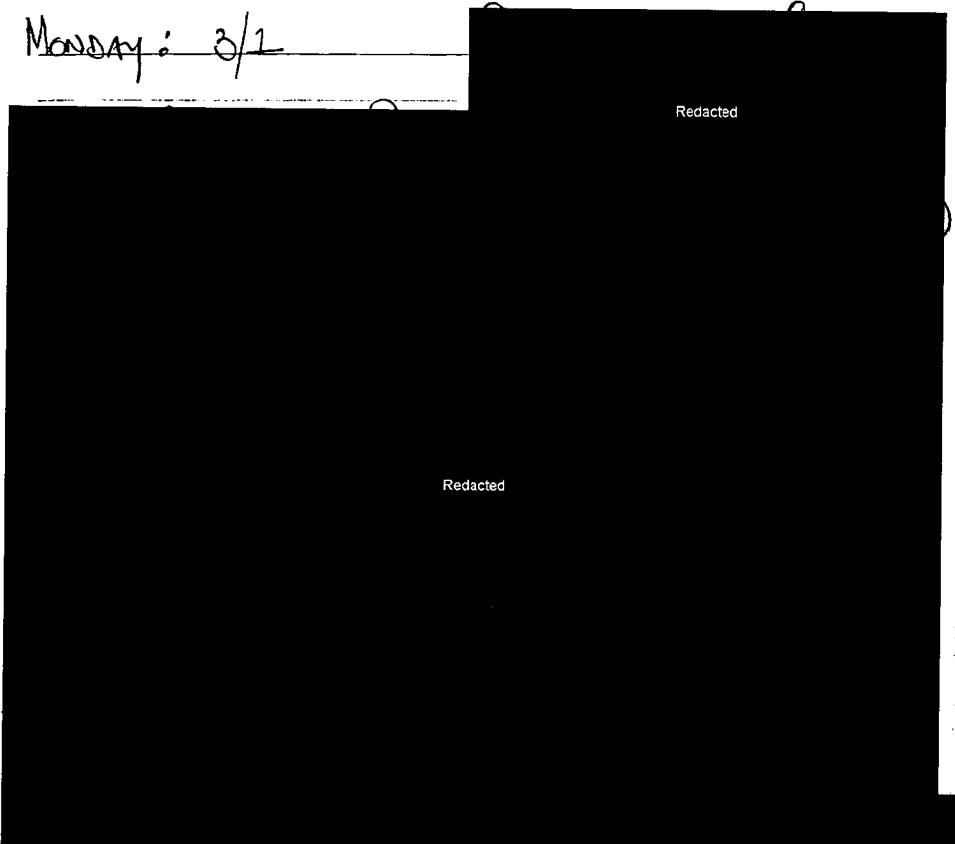
Redacted

1977 1985 1997 1819 (9.0)
11649 2000 1555 1821 (15)

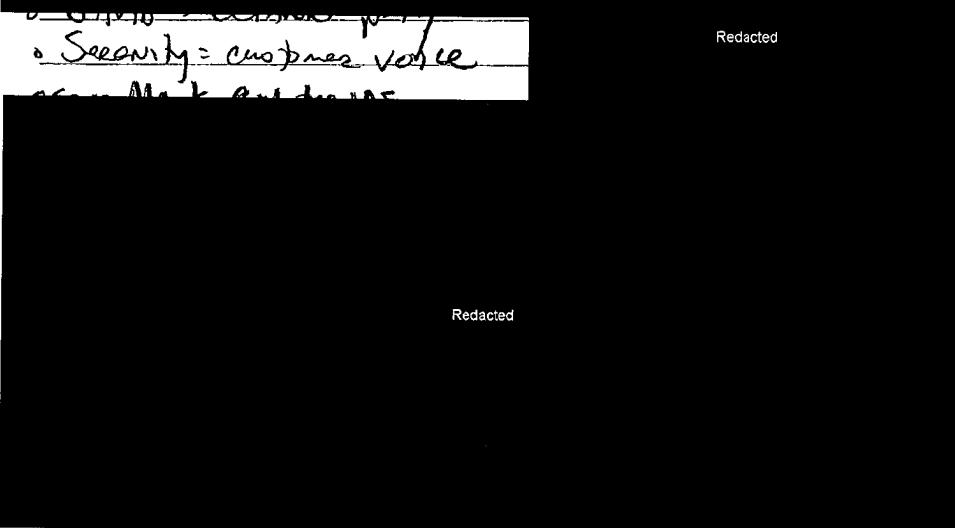
Redacted

Monday: 3/1

Redacted



Redacted



o Security = customer voice
o Market intelligence

Redacted



Redacted

3/1 V21 NC# / 90 or cycle / Dept can Hot / 10

Redacted

11649 (1.4) 7.3/2.3 0 X

Redacted

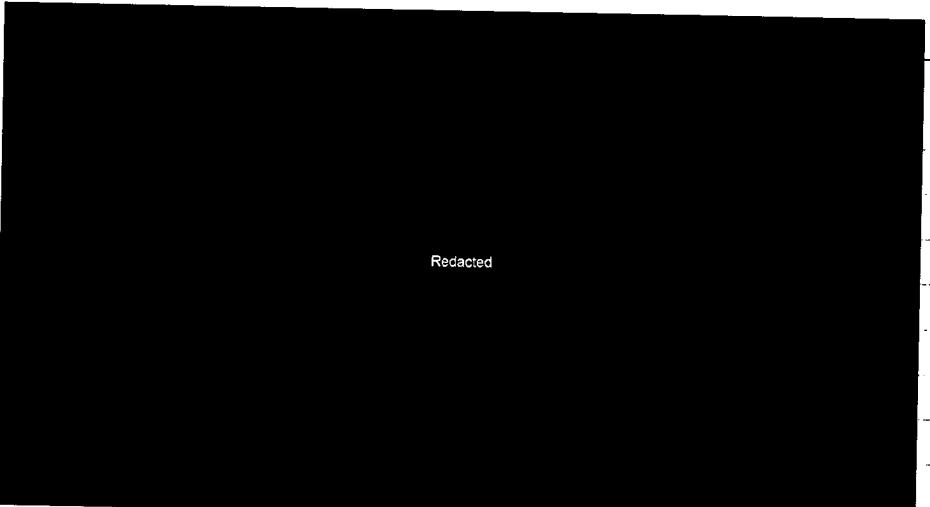
terms goal / actual / bw / % growth

Redacted

11649 2000 1807 1117 (1.4)
11649 720 861 1117 14%

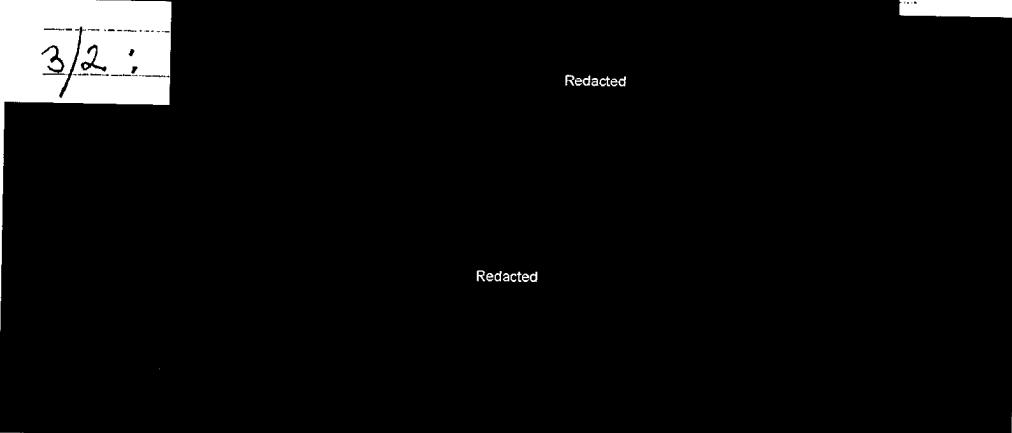
Redacted

Redacted

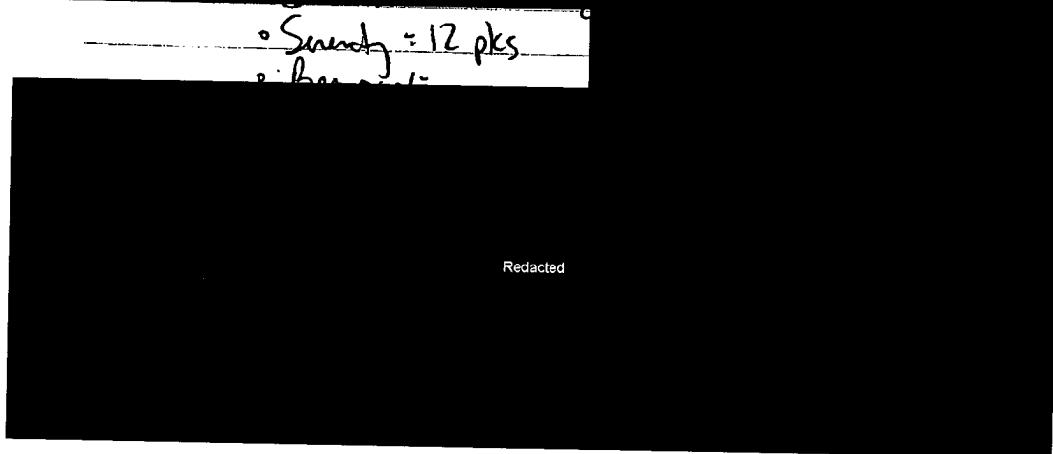


3/2 :

Redacted



Redacted

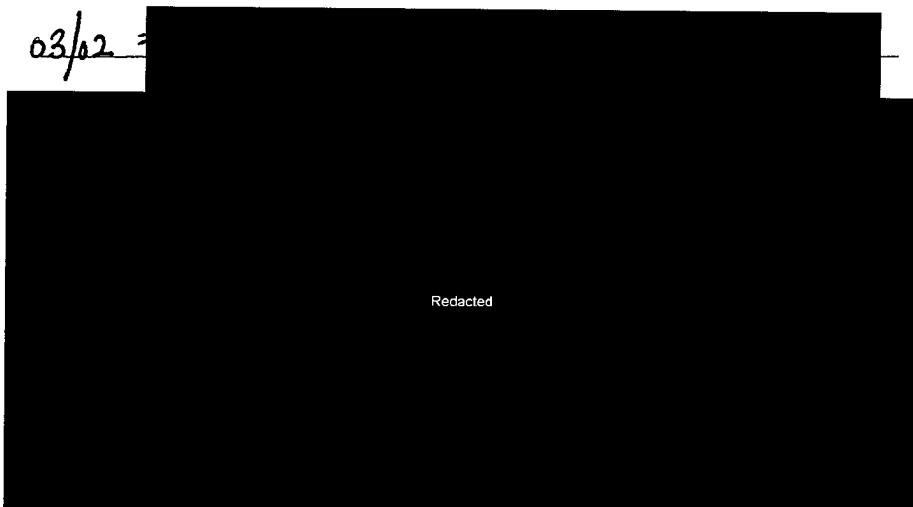


• Sanity ÷ 12 pkgs
• Base -

Redacted

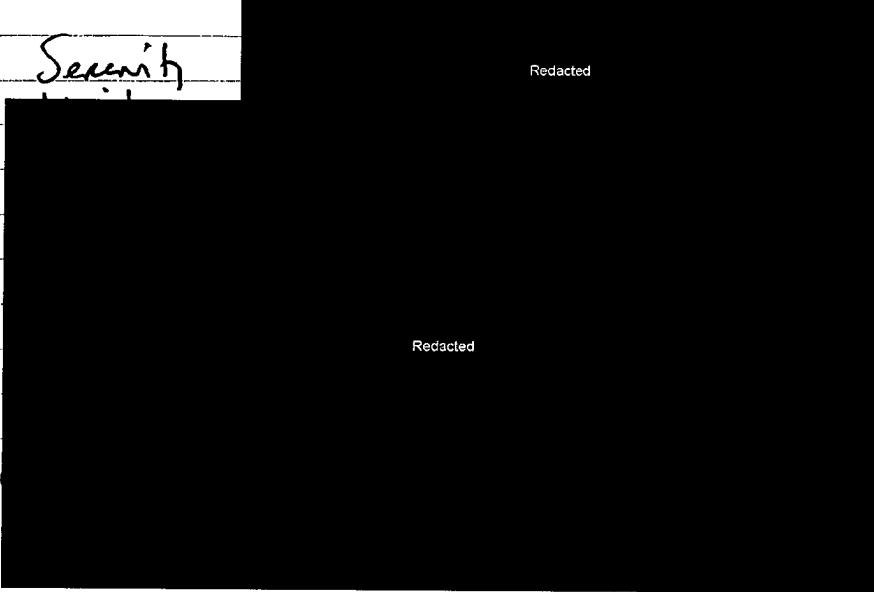
03/02 =

Redacted



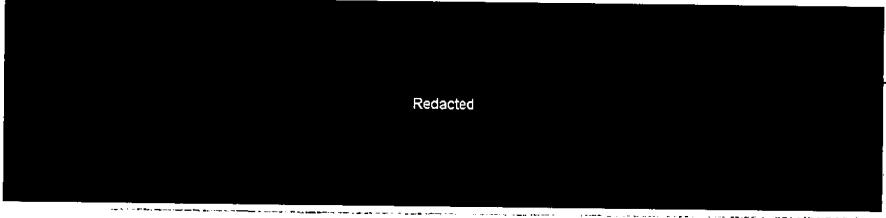
Security

Redacted

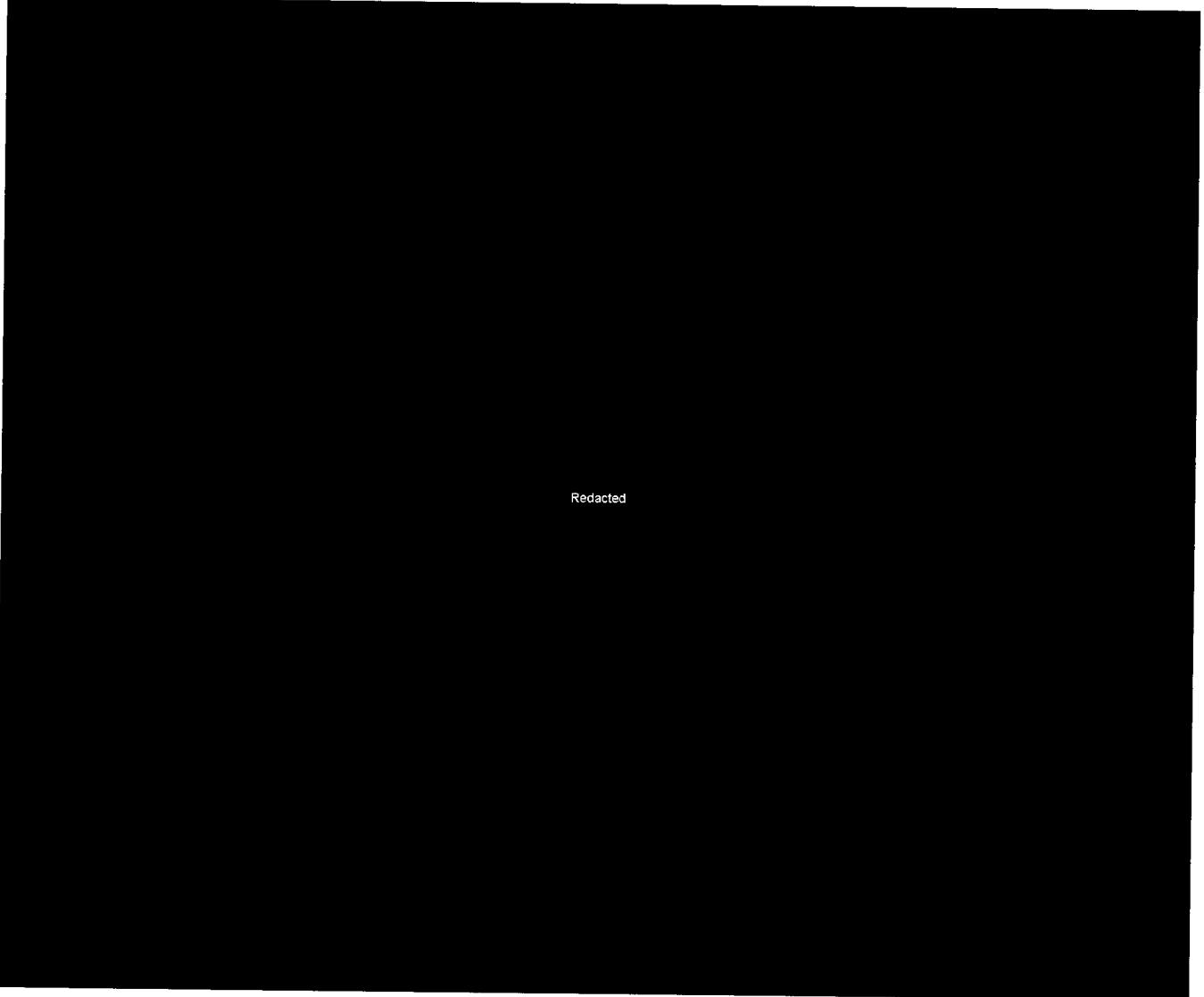


Redacted

Redacted



o Security = exposit + denk write?



Redacted



Life At Starbucks, <http://lifeat.sbx.com/>

20 days

Q2 goal

Q2 QTD

\$ 75

[Redacted]

Redacted

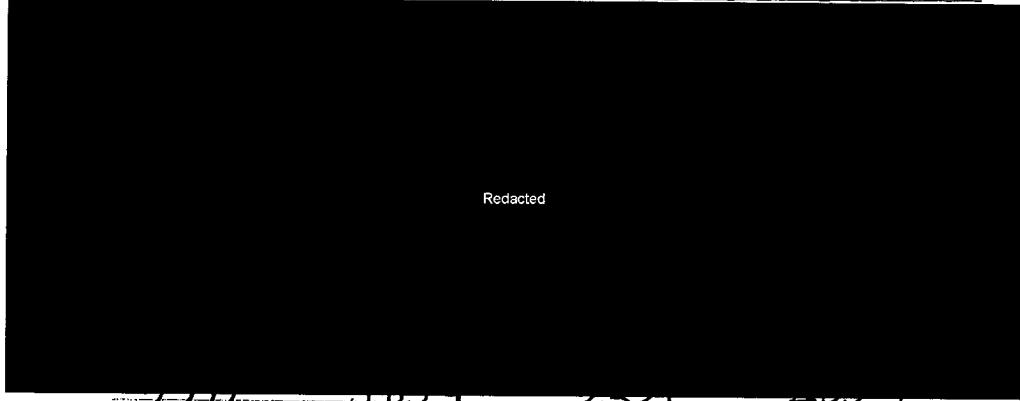
11649 1560 1315 (\$245) \$18 \$40

[Redacted]

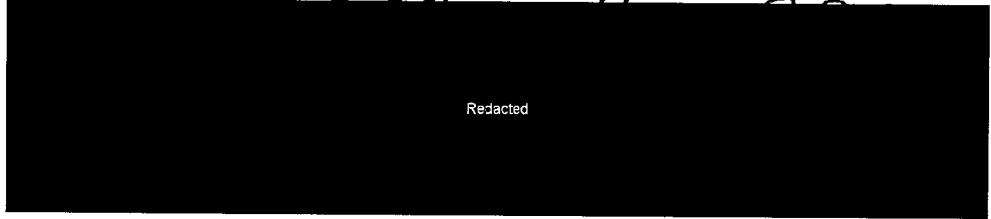
Redacted

Via Goals

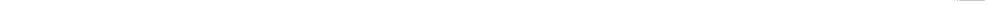
Redacted



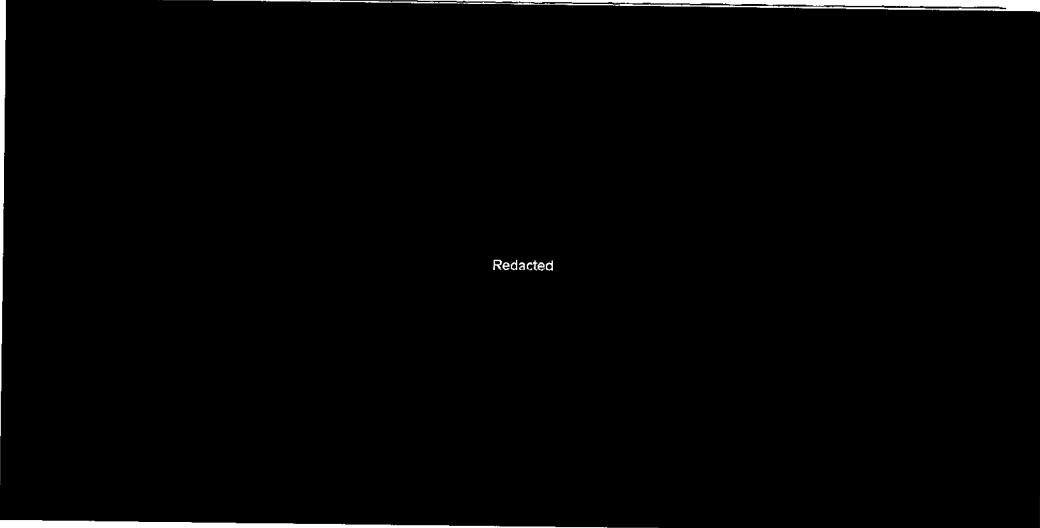
11649 2857 1560 1788



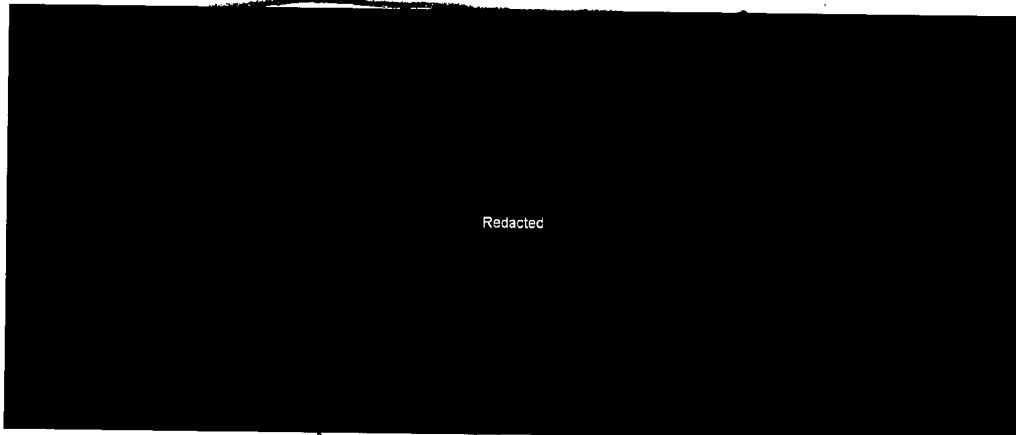
Redacted



Redacted

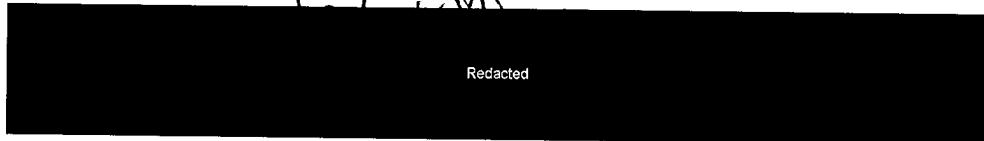


Monday 3/15



Redacted

Friday - Saturday's wish?

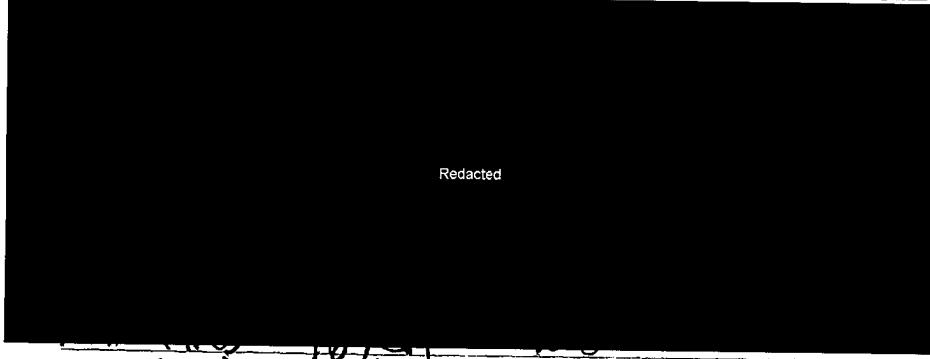


Redacted

421 NC# / 90 OT

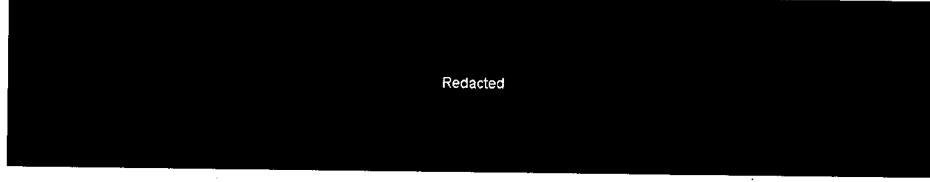
PVS

Redacted



11649 (2.0) 2/16

Redacted



TRANS goal / Actual / In / To growth

Redacted



11649

Redacted



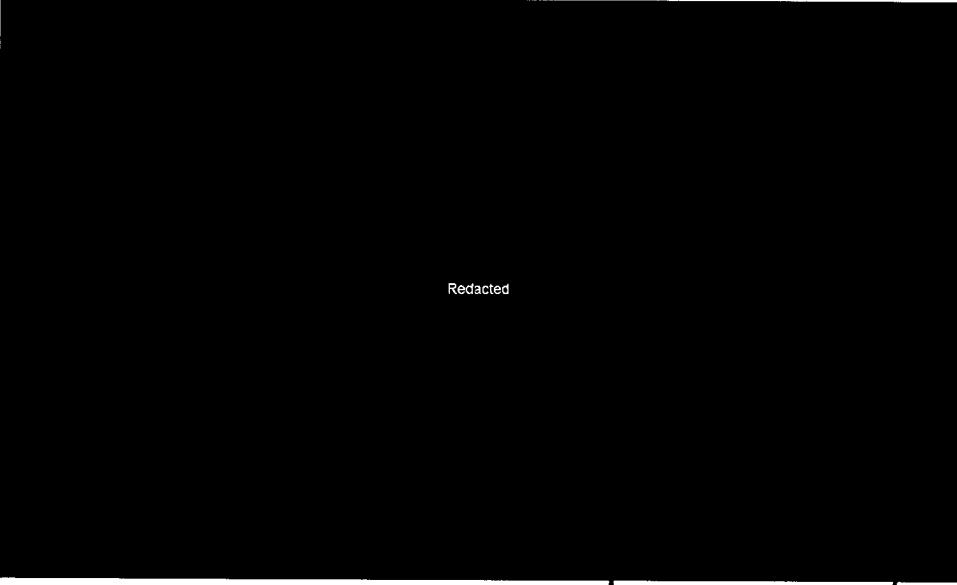
Redacted

✓ 11649: ~~Swinging door into back room~~ \$ 8000 (capitalize)
~~light above counter~~
\$1200 = RDO appraisal cc Tom
(capitalize)
~~walk off not~~

✓ 11650: ~~make file~~ ~~return~~

Redacted

Redacted

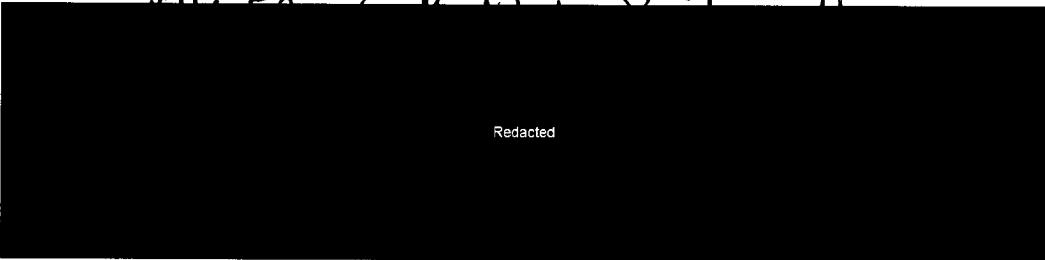


Partner View Survey completion:

1910

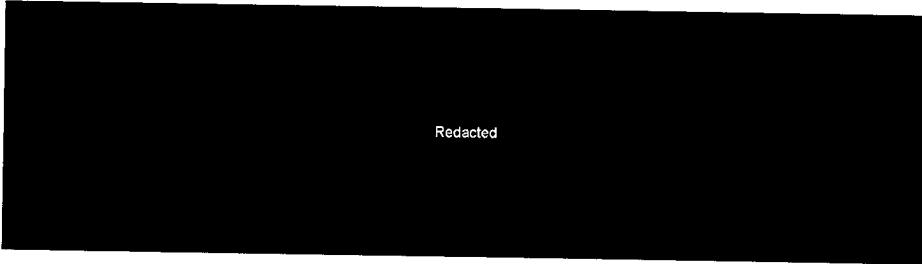


Redacted



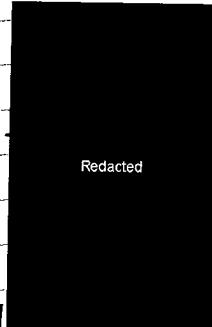
W1649 = 3 (left by end of May Two day

Redacted



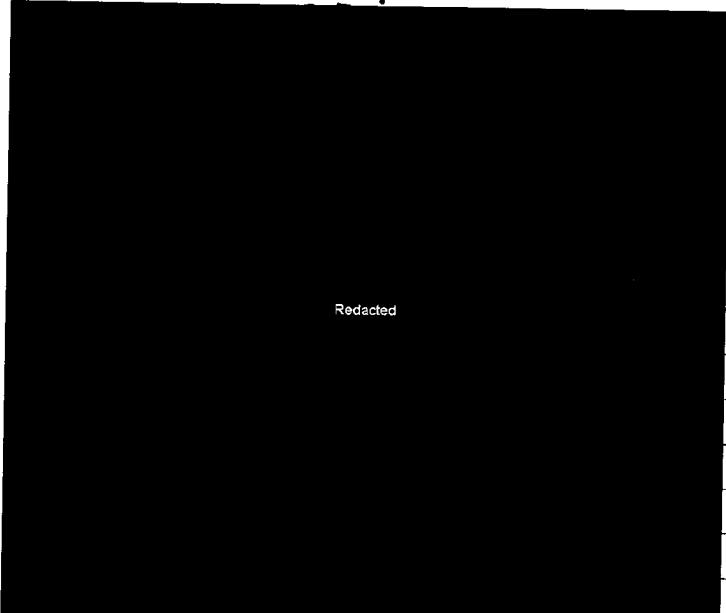
SPAN

Redacted



11649

Redacted



4/29/11649

FRIDAY 3/12: 11649 = schedule^{Not posted} for Monday

- * names not on warming / oatmeals to go
- * missing menu boards
- * not delivering bolo message
- * Not distinguishing between Yukon / PPR
- * stock impulse fixtures / cubbies
- * re-do chalkboards
- * wait @ bar = no promise
- * use white chalk marker for coffee descriptions
- * bolo journey @ expeditor position

- * Giselle calling out coffee as bolo + decrf : Yukon, decrf PPR
- * do partners know description / origin of
- * what time is Leticia schedules to come in?
- * Nathan carries it and + backs away from it
- * NATHAN does everything asks, needs to smile more / more genuine / dingy white shirt - points @ people
- * Serenity even calling it Bolo
- * NATHAN looks always to be here

Serenity

* some customers on bar do

Nathan

not even get a thank you.

Becky

* Julissa doesn't look @

Giselle

guests to make connection

Julissa

Nicksa

Keri = delivers premise on all Food

Kerri

Leticia

3/15:

Redacted

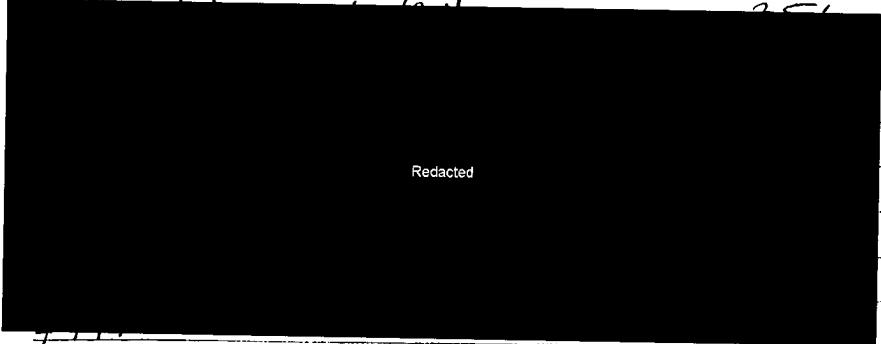
Redacted

* Serenity = Doc.

Redacted

✓21 NC #/% OT VIA

Redacted



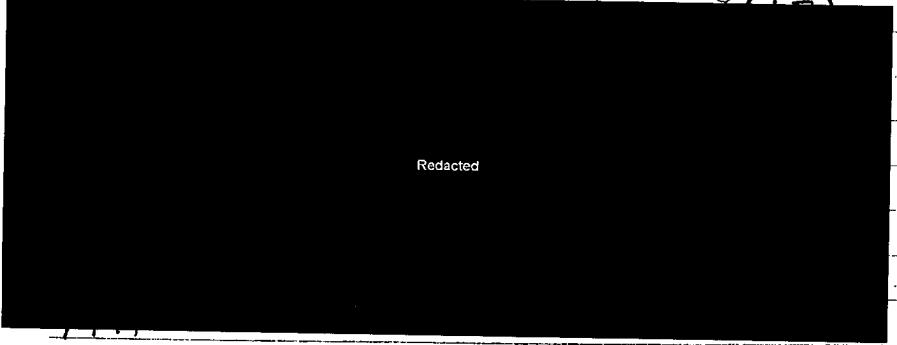
11649 (1,6) 0 0

Redacted



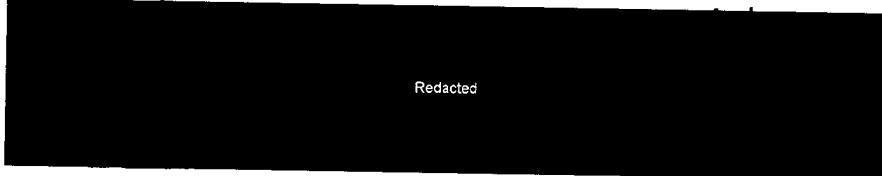
terms goal / accr / lw / growth

Redacted



11649

Redacted



3/15/

Redacted

o Hudson + King = remove two components
Sheet => solo

Redacted

Calendar changes

Redacted

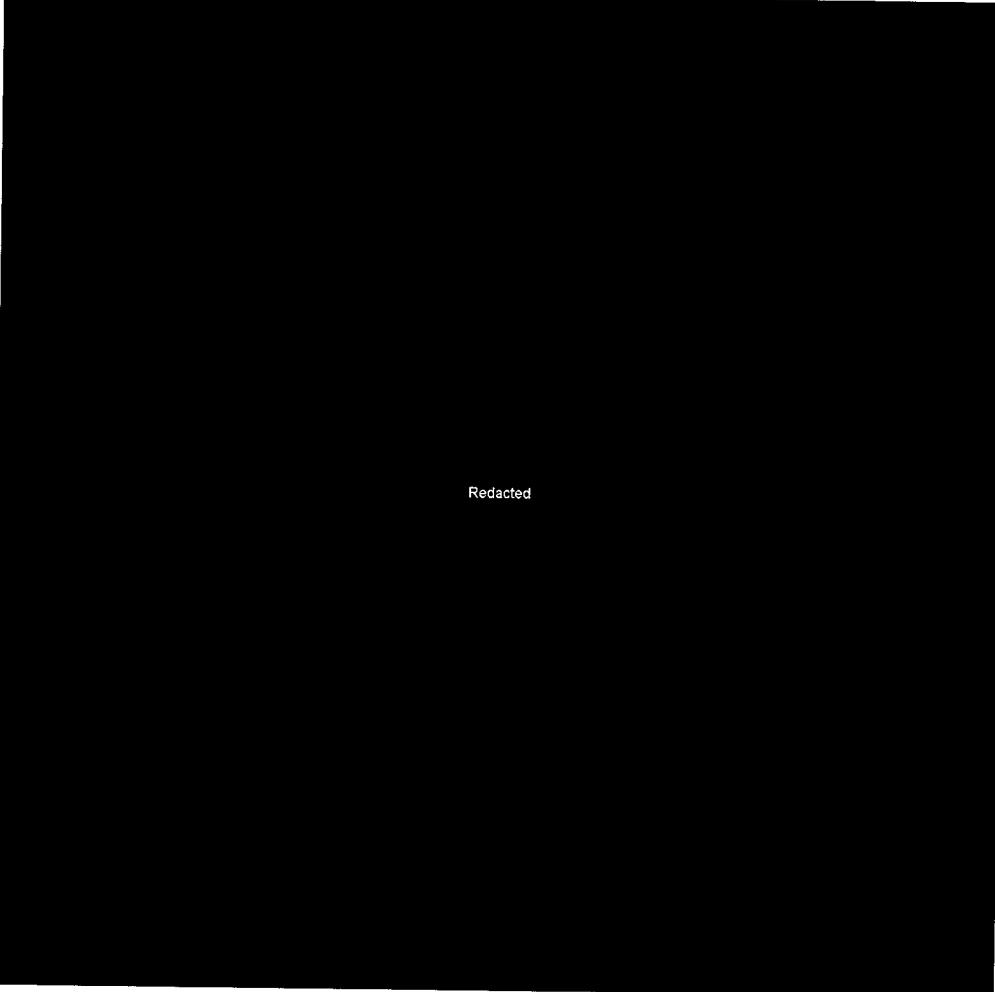
Sat 4/10: @ King = 10a - 2p = frappuccino

(Go See week of 3/29 training + certification for SMs.

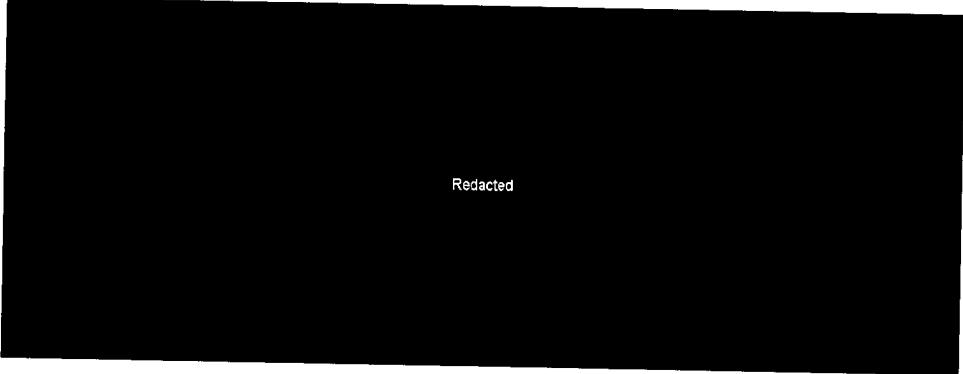
York Rotating Plant

+ IMS training

Redacted

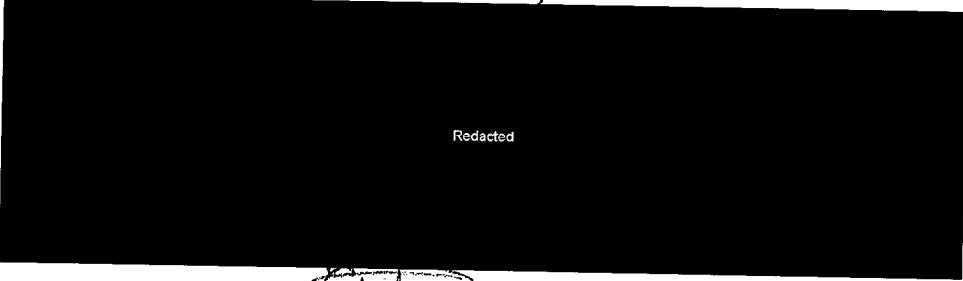


Redacted



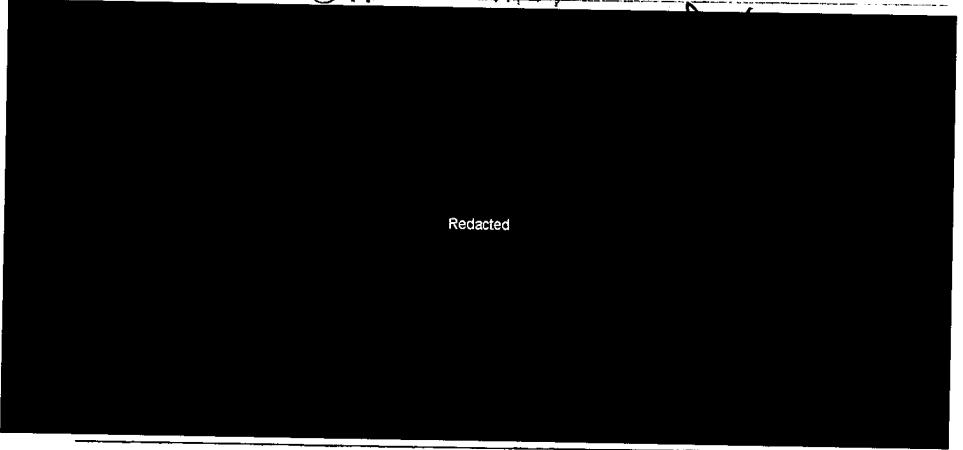
conf. call:

Zakis ✓



Redacted

Santa
Sandy
Chris VACY



Redacted

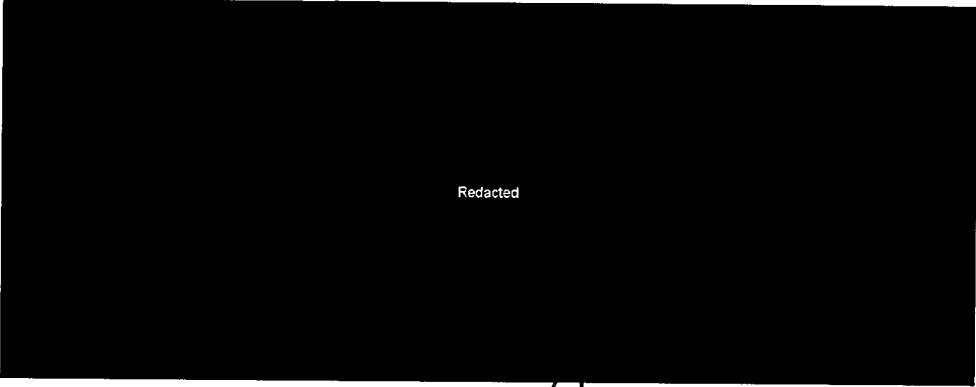
4/5/10 v21 NC#1/90 of carts submitted

Redacted

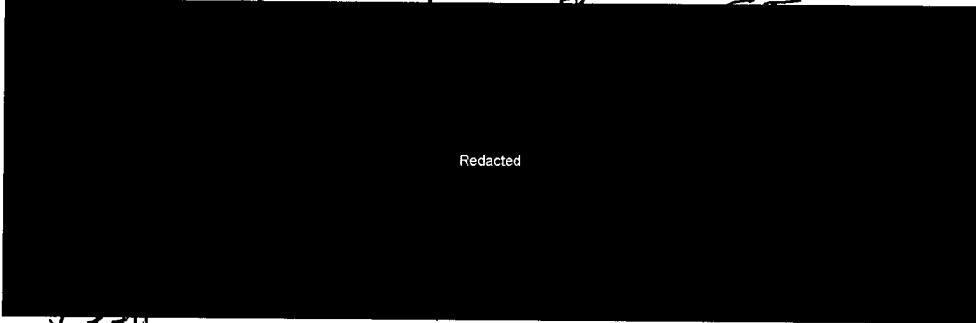
11699 5.6 7.5/2.1 0
11652 (a) 5.6 7.5/2.1 0

Redacted

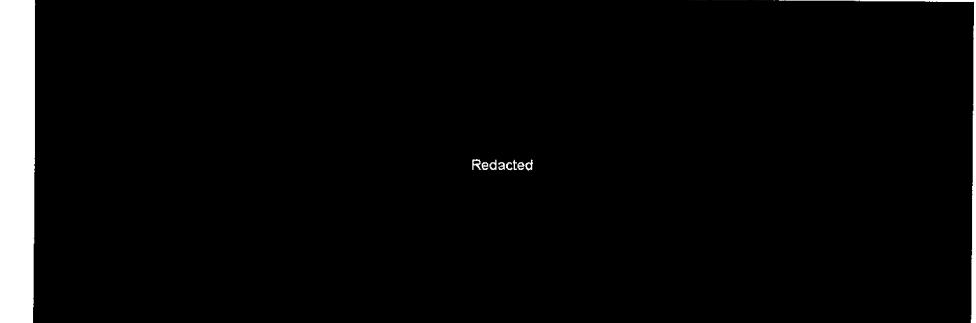
Redacted



MV21 TV21 WV21 Totals



Redacted

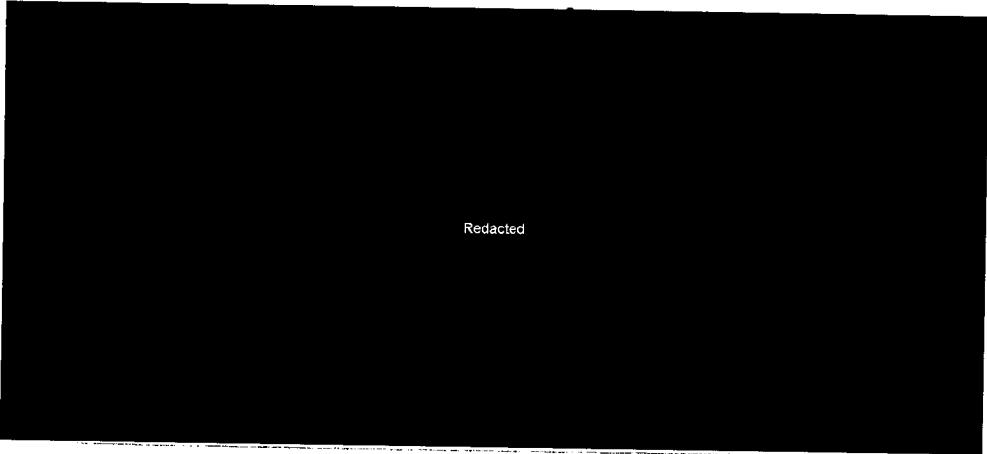


✓ 1-711
✓ 11649 -7 -6 -6 -6.9
✓ 11150 21 27 21 11



Redacted

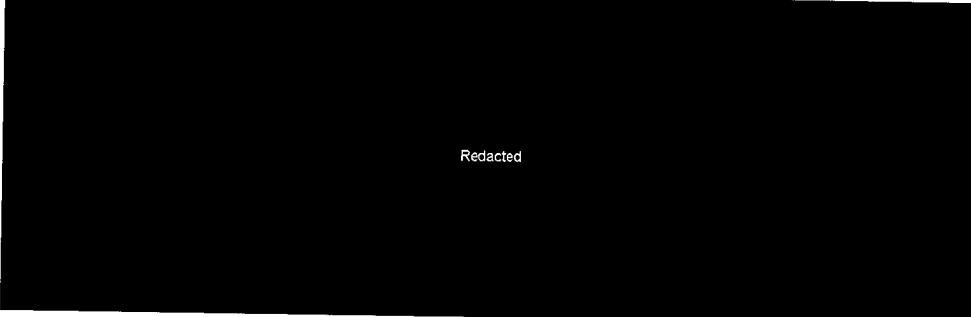
Redacted



1 V2F NC 96 OT TW hrs : LW hrs



Redacted



✓ 11649 (1,2) 2.196 3

To Do:

Redacted

Redacted

o Security - PAM for IBM RMT beams

Redacted

True mety

extra 45
air

Redacted

$$\underline{11649} = 1$$

Aug. 19

10

Redacted

AOS walk

Redacted

Surety = help

Redacted

2/15 2/22 3/1 3/8 3/15 3/22 3/29 4/5 4/12

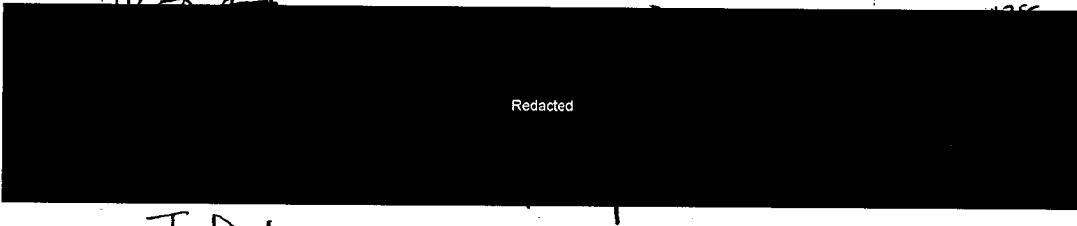
EASTER

Redacted



11649 1555 1807 1898 1967 1905 1961 1764 1953 1876

Redacted



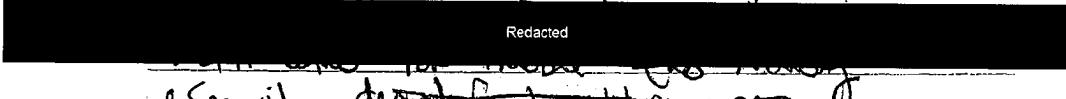
To Do:

Redacted



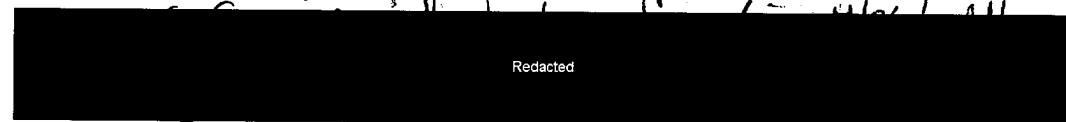
① Security => who were 63 training hours for?

Redacted



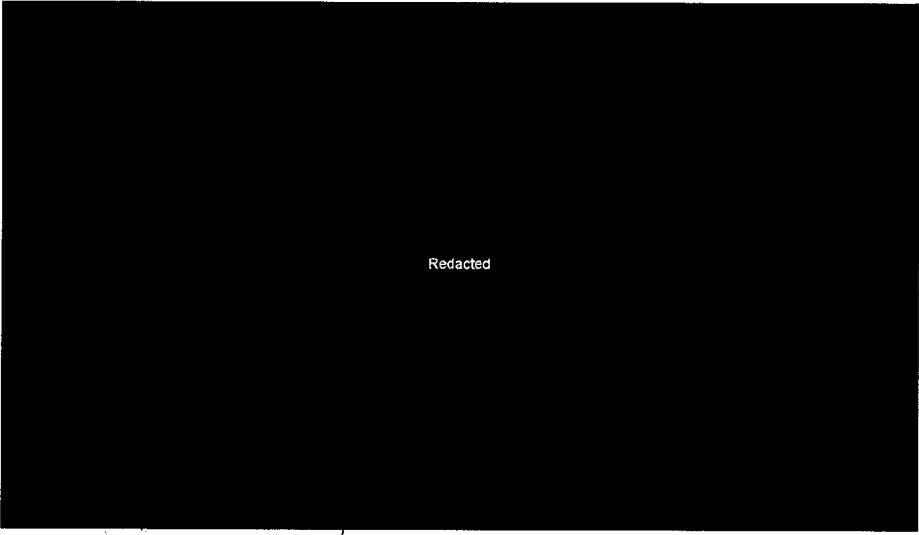
② Security = deposit be dep, not processors

Redacted

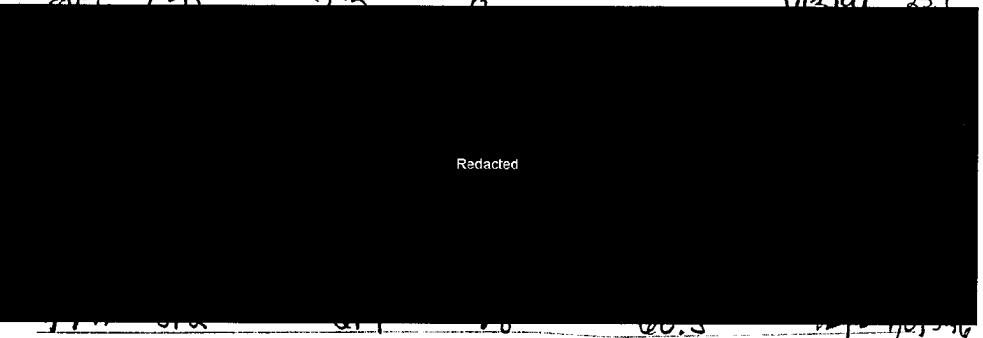


0

Redacted



4/26 V21 NC 20 O T TRAINING 1/21/11 25.1
207 121 23 0



Redacted

11649 1.8 -3.3 0 0 3/9/07 21,3



Redacted

Frapp Happy Hour

ladies

Cust.
connect

Redacted

11649 9 11/20/10 5/4
Julissa /ve

Redacted

Cust. exp more challenging

Redacted

* customers wants to be treated well = Serenity

Redacted

Serenity Marshall 1088330
9678

Redacted

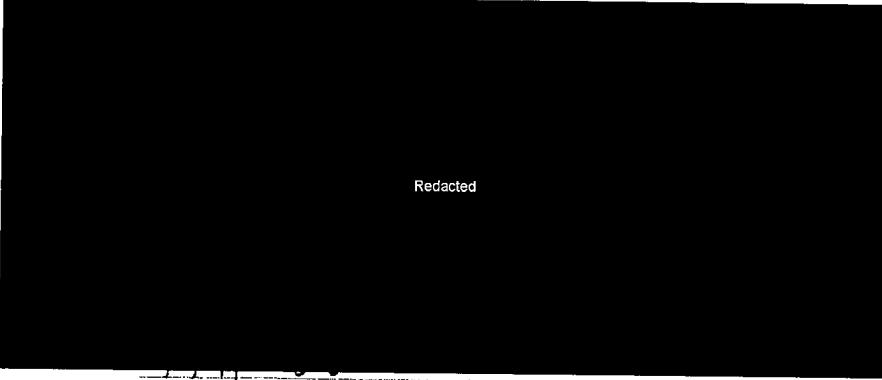
ATTN: JEN

ANDY'S REVIEW IS IN
YOUR EMAIL.

-KEVIN

Spies Force Ranks out of 100

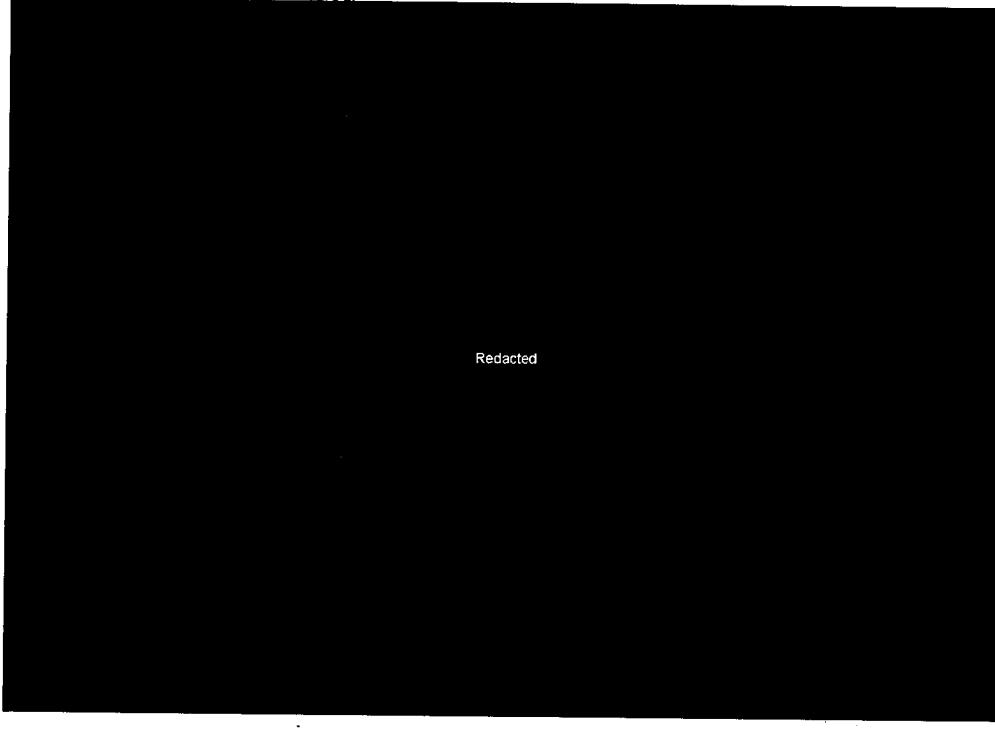
Redacted

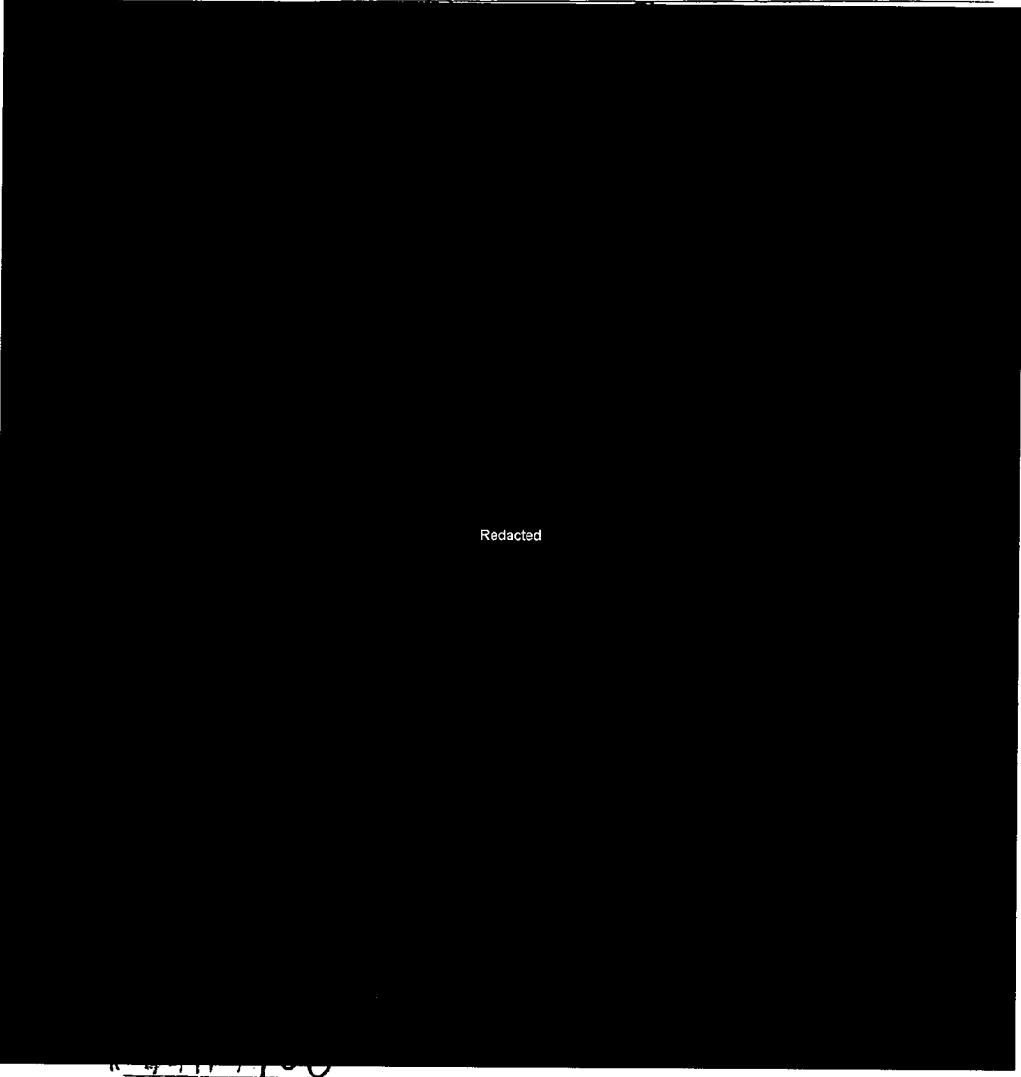


11649 775

11649 775

Redacted





Redacted

✓11649:120

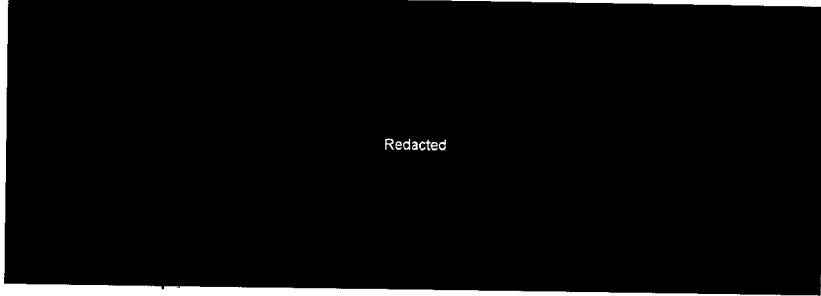


Redacted

Dante Thomas Sandy Julissa NIA

5/11

Redacted



Follow up Security - wsh

Redacted



BOTT Organization

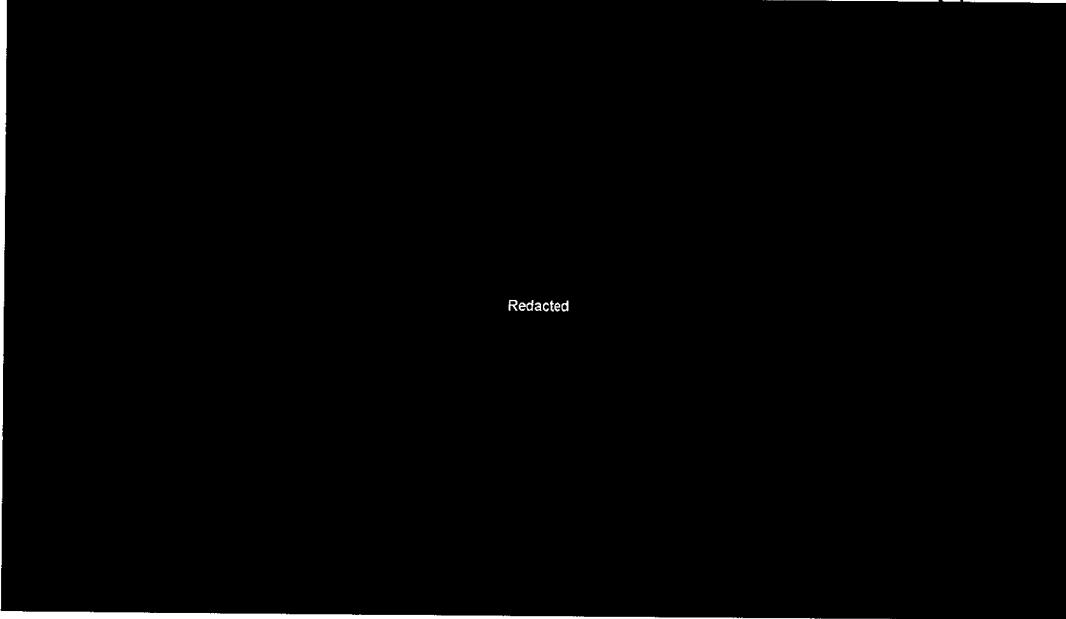
11649: move all menu boards to front
coffee in front of espresso

- o direct customers where to wait Step 3
- o create, move sink to happy hour
- o if customer asks for coffee, put
beverages in

o VIA

- o Tom: can be close of register area
integrate counter / cabinet to close open

Redacted



V21 Nr# 90 OT transactions

Redacted

11649 1.3 1.7 0

Redacted

Link through April Term 1096 - 8 (7)

Redacted

Thosant Key = 73 (77)

Redacted

Redacted

5/19:

Redacted

o Security = Julissi transfer

Redacted

✓2 I NC 4/10 OT Alarm trans

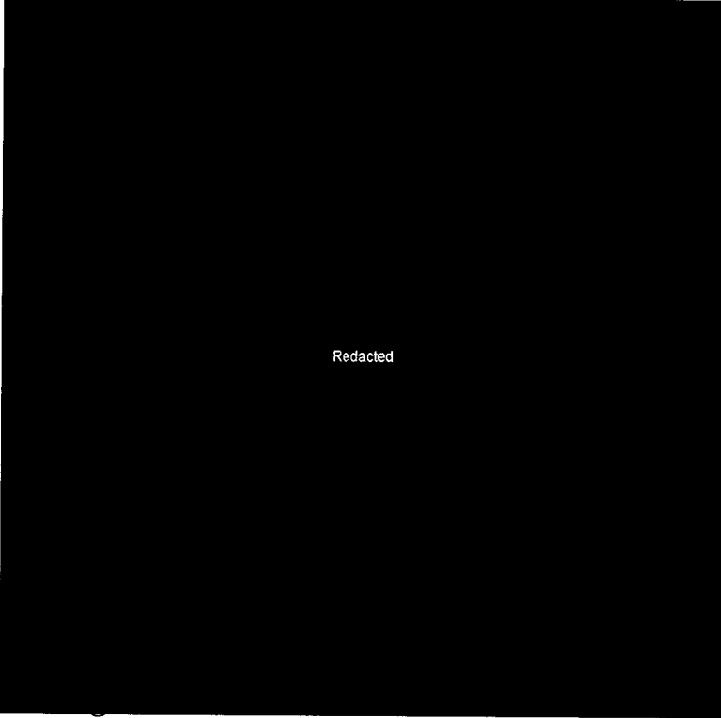
Redacted

11649 (.) 9.5/2.4% 0 Yes 1866
222

Redacted

Nine block:

Redacted



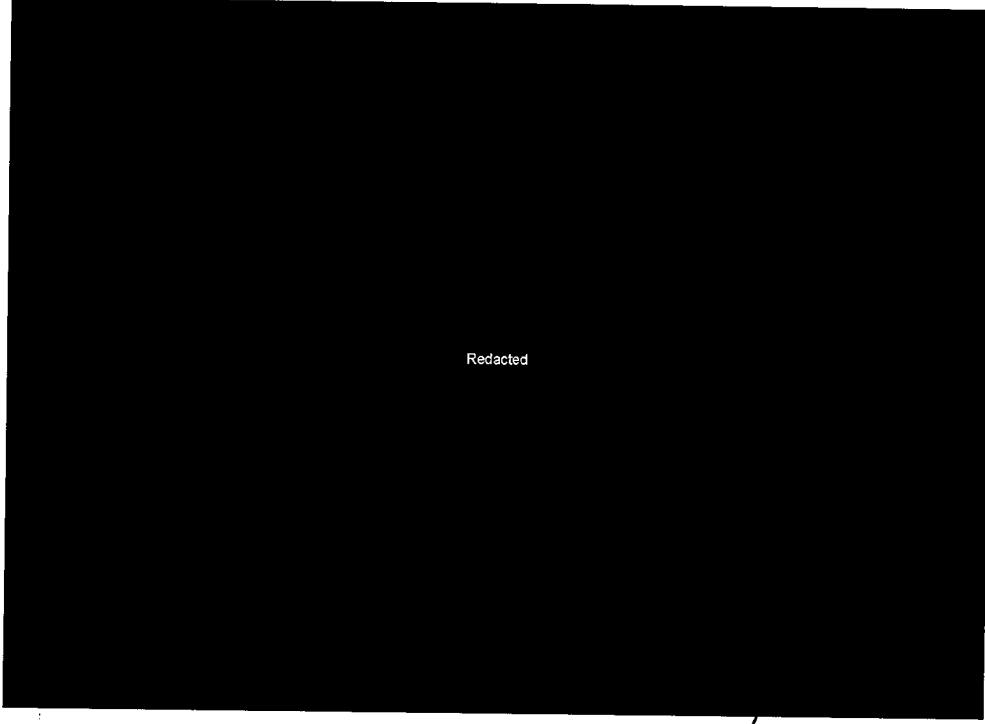
Sorority Marshall reliable talent

Redacted



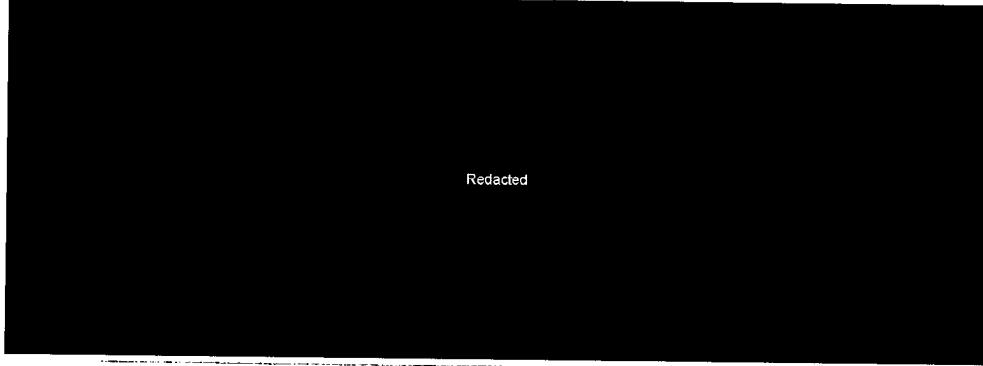
Tom 5/26/10

Redacted

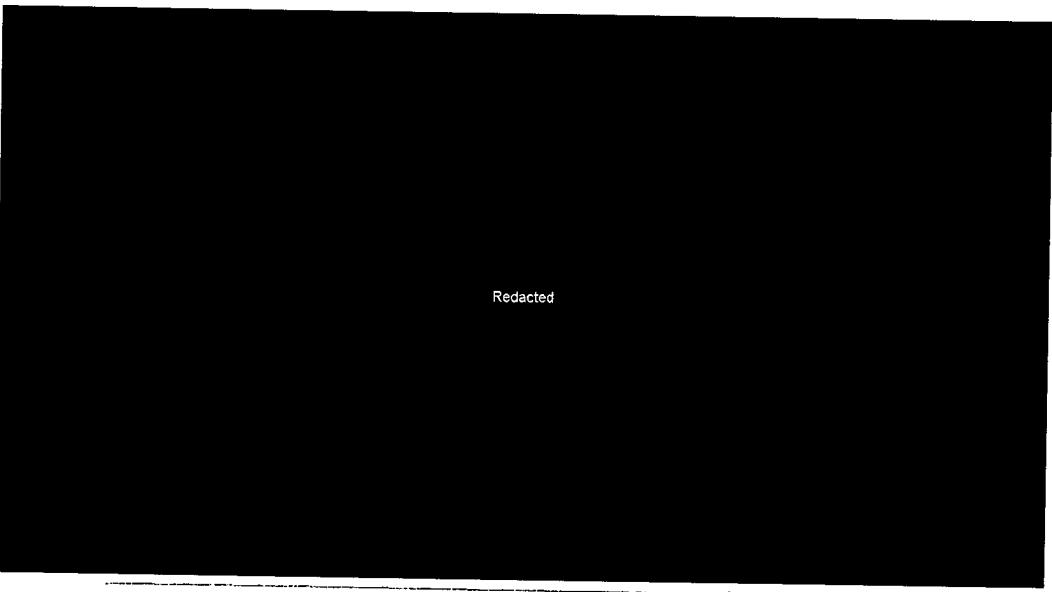


11049 down right from borders

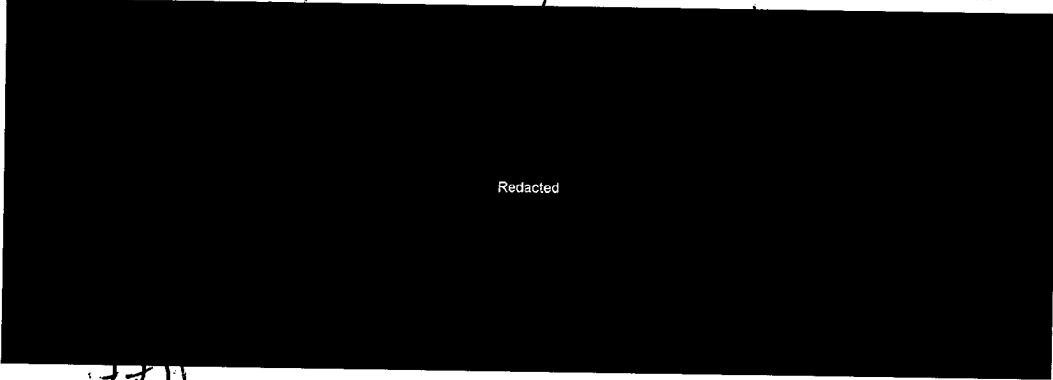
Redacted



Redacted



5/31

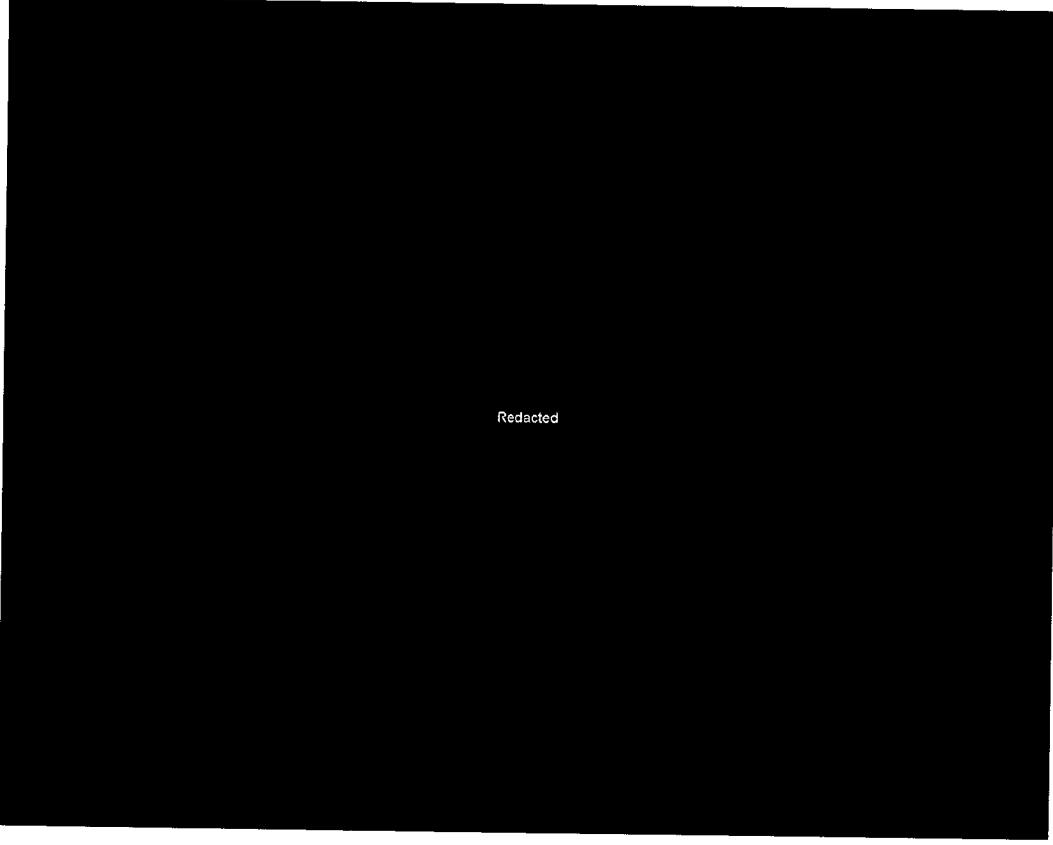


Redacted



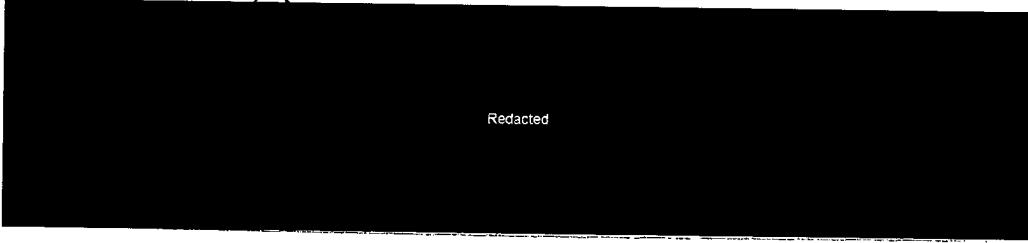
116-49 3.7 9/2,2 1859

Redacted



Redacted

• Non Security claims



Redacted

11649

Total wait time: Spin Wrap/Black Tea

10:14

6:20 to register

10:14 to beverage

friendliness on bark end greet

(easy)

- friendliness (only few rights +
Stephanie)

Line needs to move faster.

Alexis doesn't smile, frowning on rights
in customer line / doesn't care

- before (show) blues doesn't say excuse me
- looks like (careless/no knowing)

Spine dirty in front was no flags on
chairs (edges), from

Sorority = pushing when rights open.
you need to get rid of the line

- Cubbies not full / crisp

- Bott = dirty = floors / flowers

~~1100 Thurs~~ ? 973,609,2734

Giselle's positi? :

Protey / coffee / bar cup work

There needs to be a system to line to
move areas of high foot
trafic to a separate kebabs center

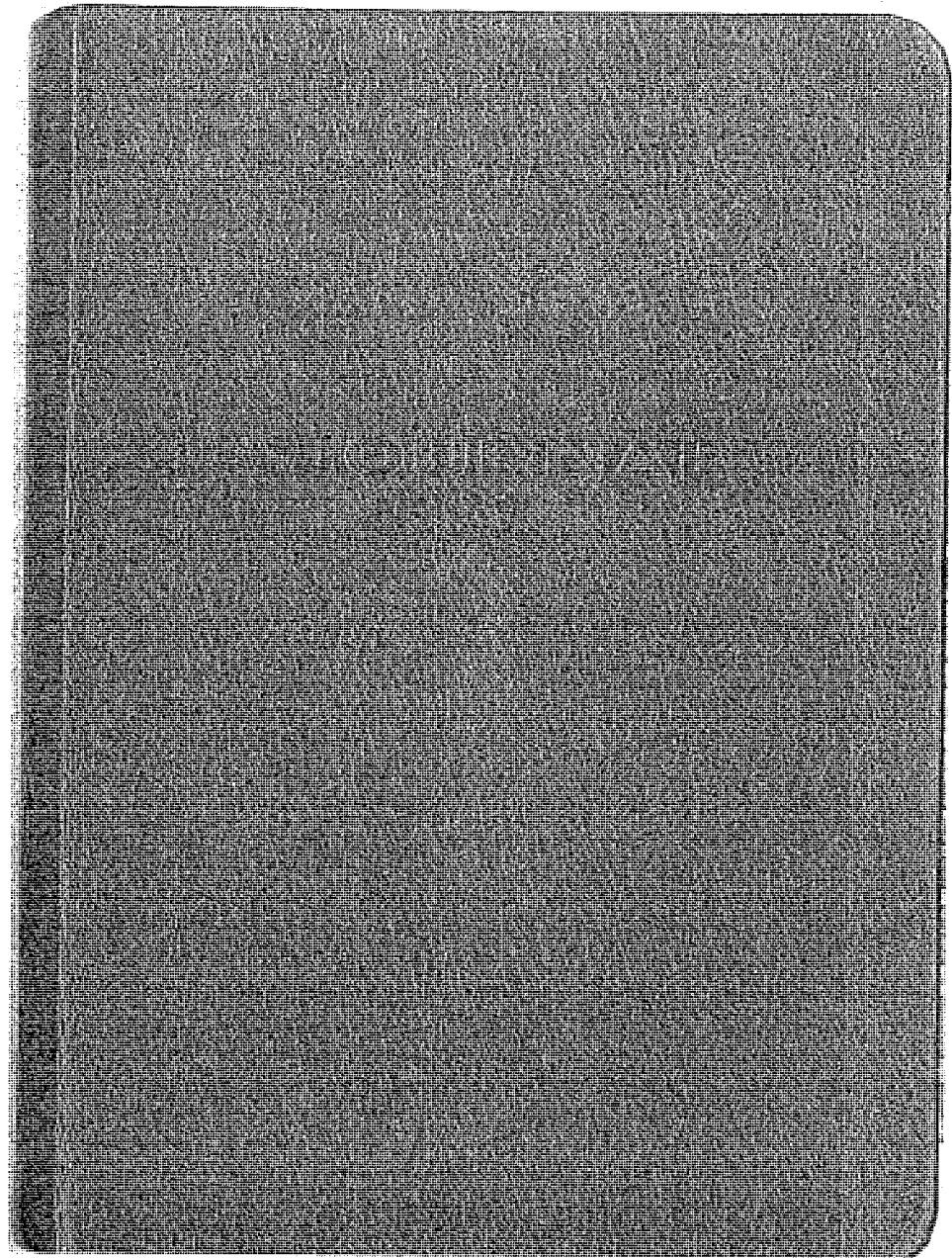
The line moves quickly when / + production
was still (not) keeping up

Needs:

- 2 pack stns on opposite - centralise
- 1 separate kebabs line (if line not full)
 - 1 air spectra
- 1 warmer
- 3 bar units - cold top
- 1 cafe position

What is the lobby like - separate entrance
Are windows being Gregorius daily

Actu = open schedule
• lobby state entitie



~~6/7~~ V21 Net #/g₀ OT Mineralogy
terms 100%

Redacted

11649 02.8 12.3 02.0 4.7 4884

Redacted

VAC # - plan CV POA

Redacted

11649

✓

Redacted

Handwritten note: [REDACTED]

Redacted

Do Date Change

Redacted

3p = CV check in 7547
- initial entry 6/9/03 3421
- 7:15 @ King 7261
11649

Redacted

4th of July Hours

Redacted

Redacted

11649 ^{7PM} closes

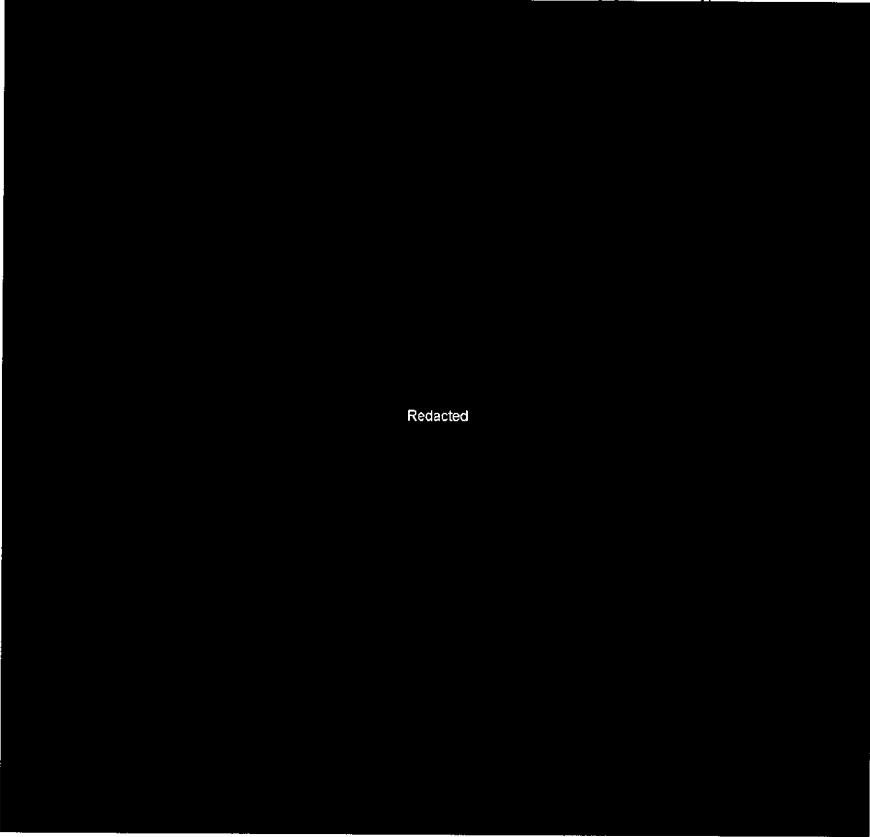
Redacted

CV outliers

6/9/10

- o Screentime = commitment to extra afternoon body
 - ↳ give out brochures
 - silver sharpie
 - lobby repeatable routine
 - coffee seminars every other Friday

Redacted



VIA outlines 6/10

promotional goals for term

$$\begin{array}{r}
 7201 = 61 \quad 427 \\
 3421 = 55 \quad 385 \\
 7675 = 51 \quad 357 \\
 11650 = 42 \times 7 = 294 \\
 \hline
 1463
 \end{array}$$

* Targets on DCR

* Builds in to connect piece @ register

* visual at register that represents goal
so they see where they are

→ fully stocks / crisp display

* review = performance

* check until / impulse on lobby shelves

M/6/14

Redacted

Redacted

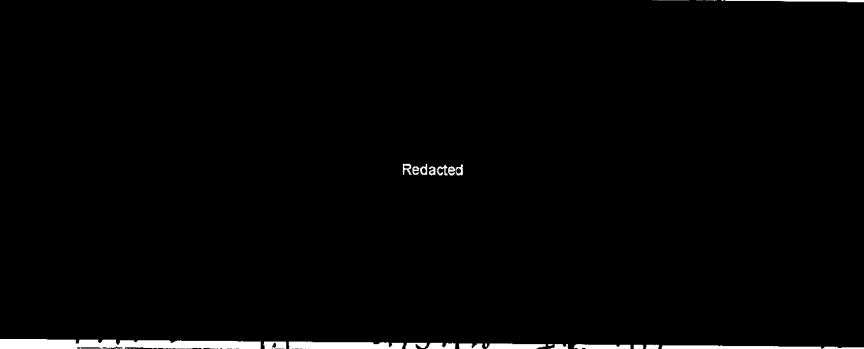
~~05/08/2012 10:54 AM~~
Security = feedback on push.

Redacted

8AM

reporting V21 NC# 90 OT VIA^B (904) trans.

Redacted

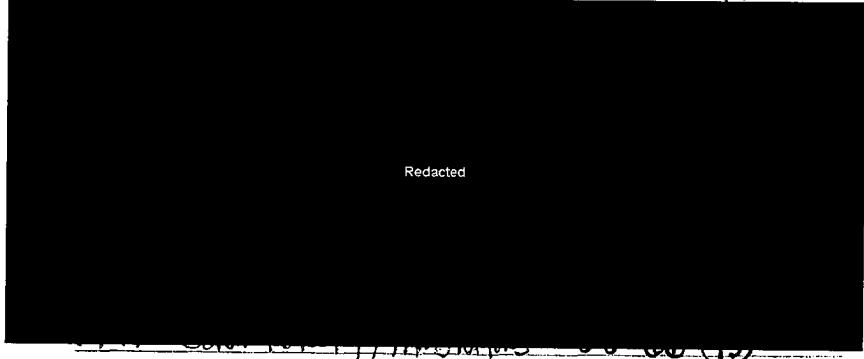


11649 ✓ 6.8 6.6/1.69, 8 min 2022

Redacted

DISTRICT 1096 = 7

PPP completed / for whom ^{Recd Ap May} _{pink}



Redacted

11649 Giselle

77 73 (86)

Redacted



11/14 @ 11649

- Customer connection goods
 - Step 3 sounds good - personalities w/ name
 - guest: Where do cust. go for brewer's coffee
 - Julius, couch on eye contact + energy
 - Tracy, couch = hi, how are you?
 - Alexander, couch = smile, eye contact
- window display USE
- refuel wall = fill VIA
- Security: what does cust. connection look like in cafe
- ices coffee never burns coming out of tips
- wait time 2:34 to register / refill (forgiven): 5:20

Brewer's Coffee Solution

- next steps: couch partners on position today

Redacted

6/15 Succession
Tool-updates 6/21
MONDAY App. Direct energy
Succession
Tool-updates Control updates

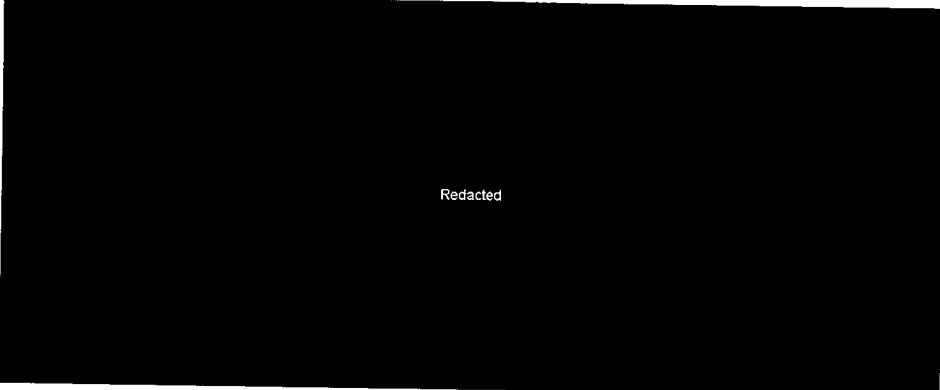
Redacted

11649 sent 611 w of

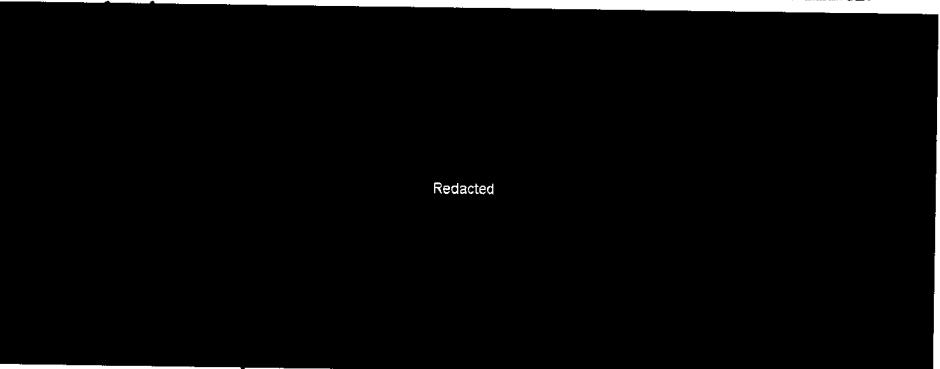
Redacted

CV outline Group 6/14

Redacted



Redacted



11649:

- same position, same position, null master
- define position daily pre-rush.

Redacted

6/15

Redacted

Redacted

6/15: SPAV @ 11649

- Giselle : Green Apron Cross
- live = p1 chick from past Friday

718.295.9583.

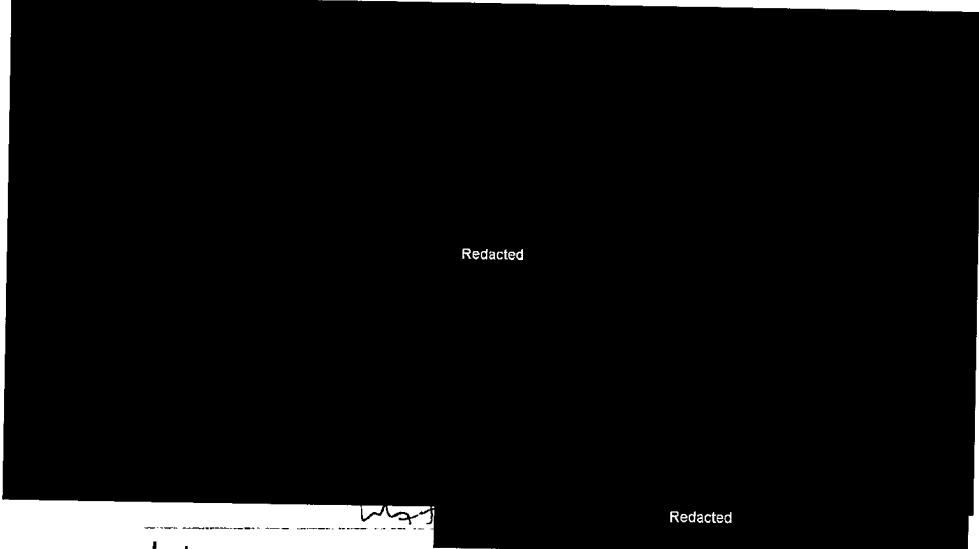
Redacted

point Seren tojs both Org e-mail

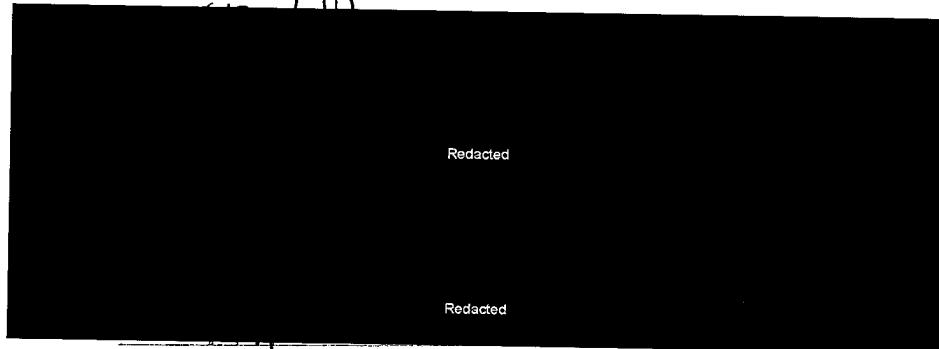
Redacted

Society: document brief fax to Carrie
206.318.0324 =Shanein

Redacted



Redacted



Labour:

Redacted

Redacted

11649

Redacted

Redacted

6/21 : 116:49

S. poster deployment

R¹ Stewart

R² ?

Define 8,9,10

Brewing = Tracy

deployment

Opp. Makij = Alejandro

B¹ = Giselle

B² = Chris = piecing

Wong = Nathan

Line Exports = Serenit

Cafe patron = missing

CB¹ = missing

Canaret Br = early

Energy

Music?

Premise @ brewing → @ piecing his off

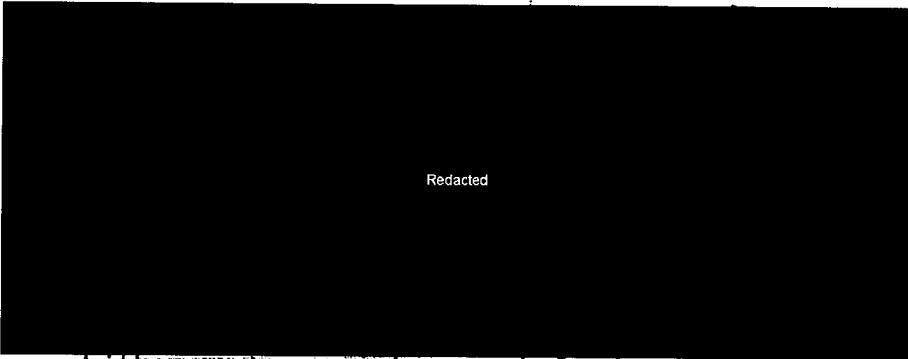
Chris + Giselle keep on. May → why?

Tracy = try out of pocket

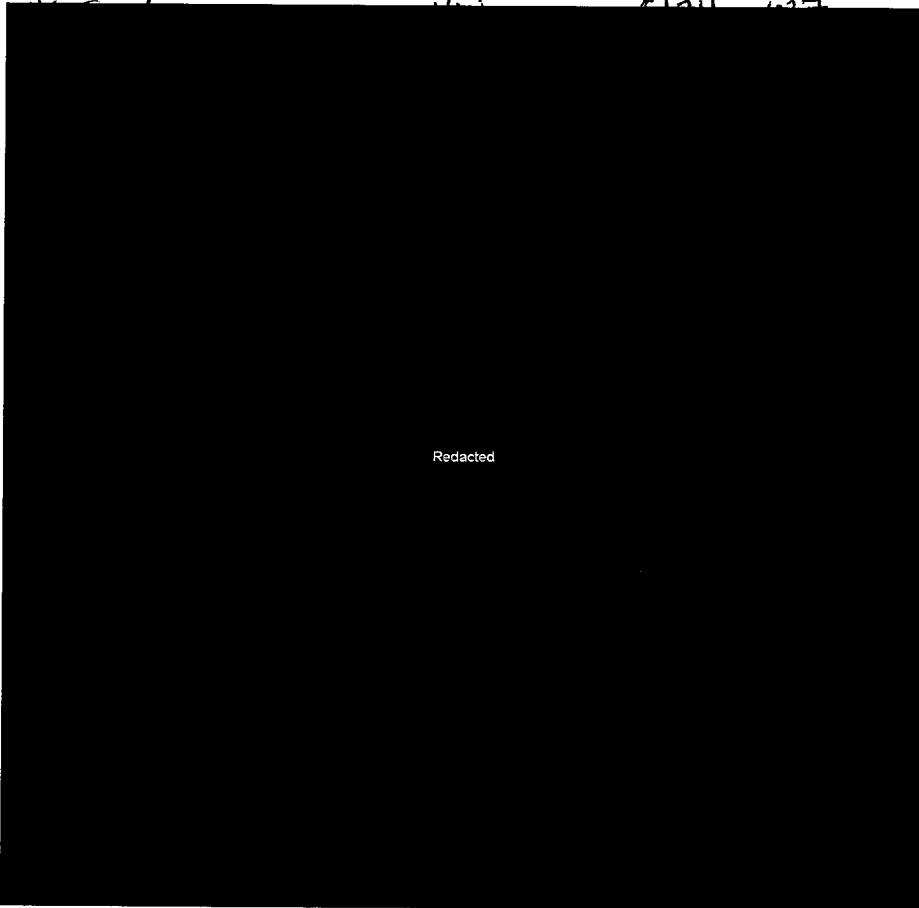
Serenity = not deep enough or line patron
At least 1/6 customers deep

Map, Map
8AM EOD V21 NC# /% OT VIA ~~Tens~~

Redacted



11649 incomplete 78 849

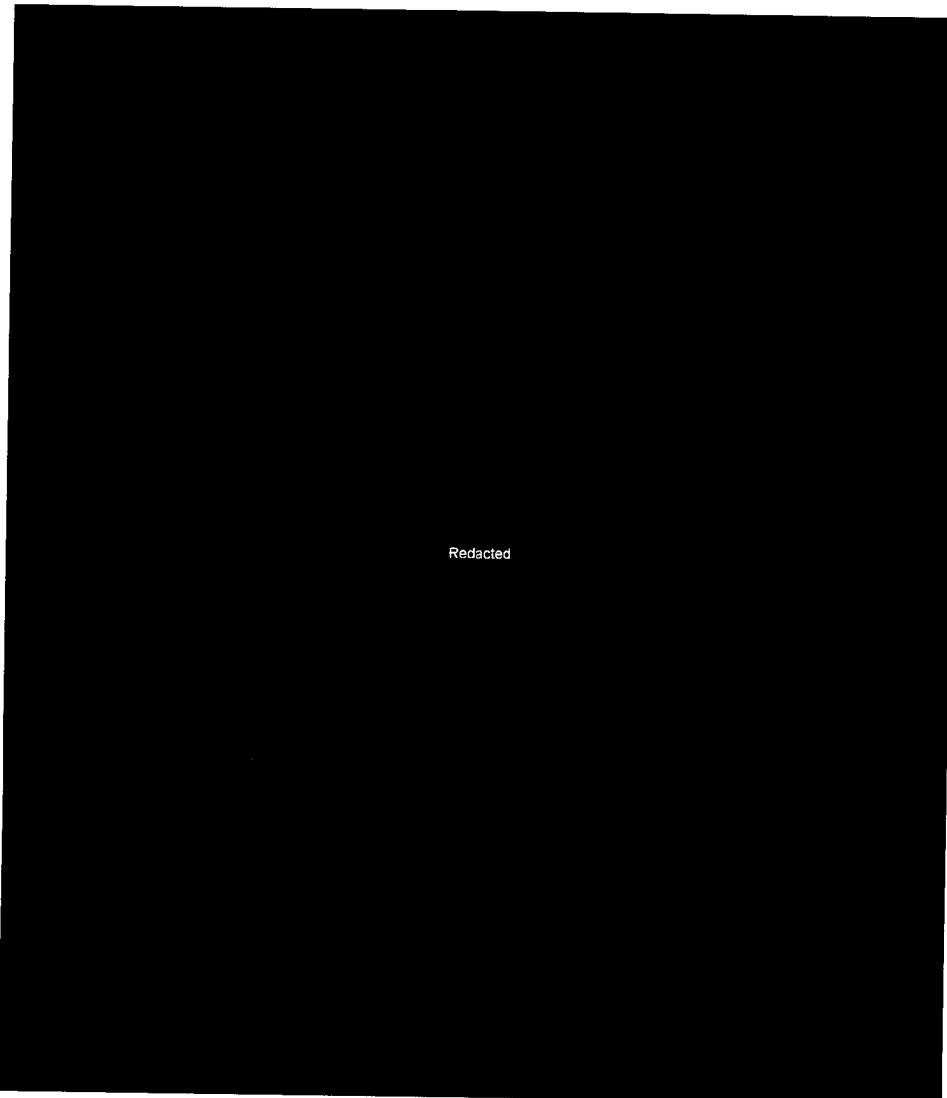


Redacted

Redacted



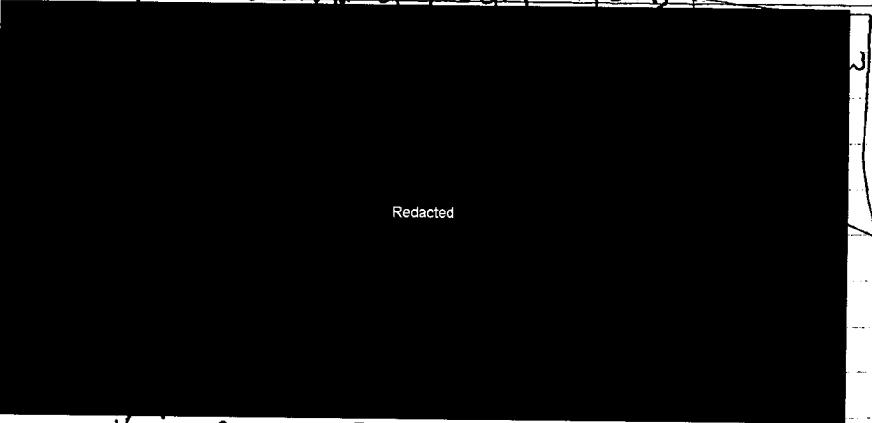
Serenity:



Redacted

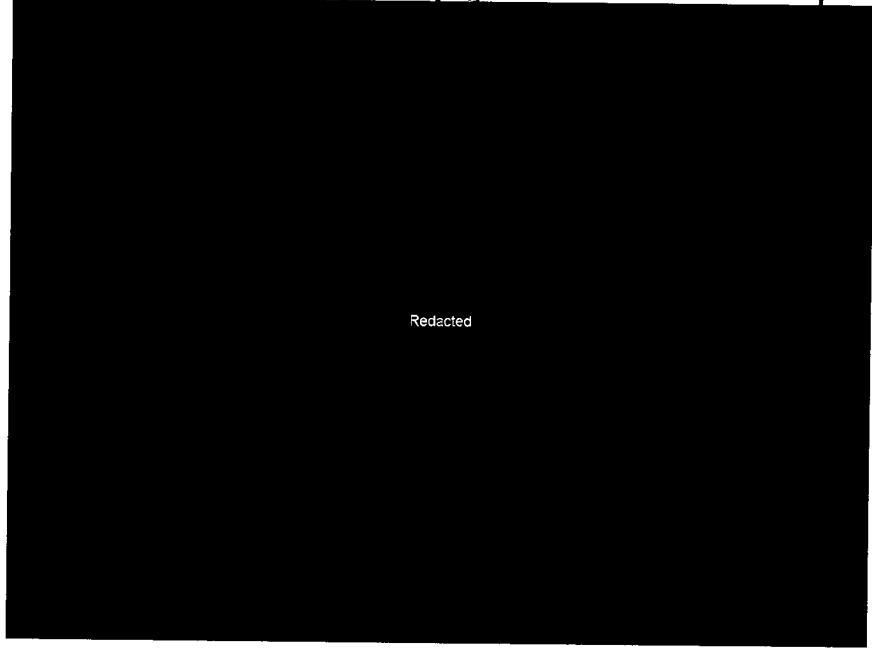
6/27: Development Meeting - 15Ms

Redacted

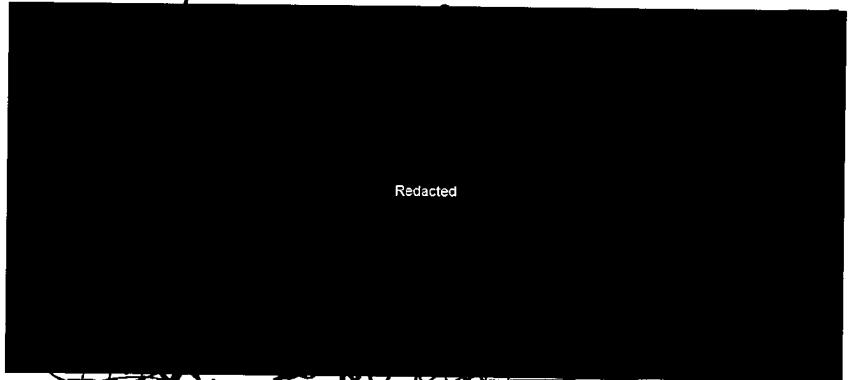


11(649 & Serenity 2

Redacted

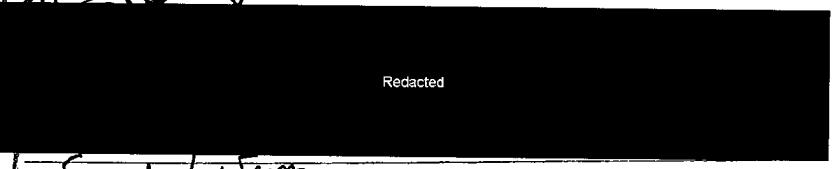


Redacted

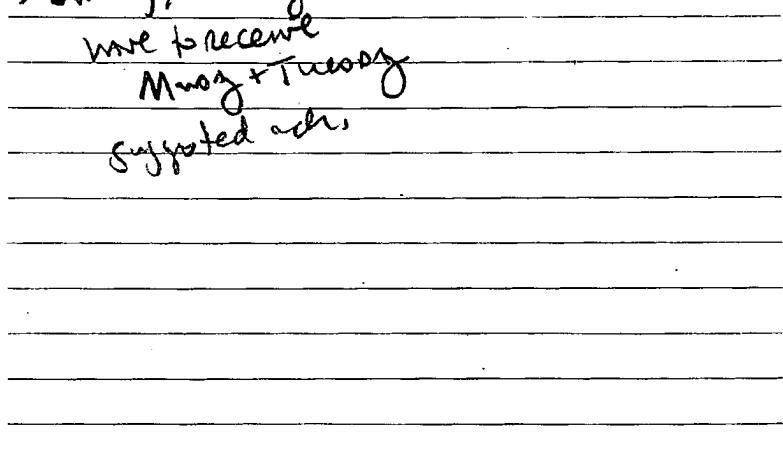


11649 ✓ yes

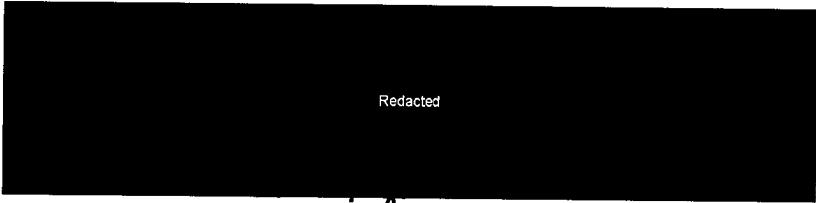
Redacted



→ Security on Friday
have to receive
Monday & Tuesday
suggested odds



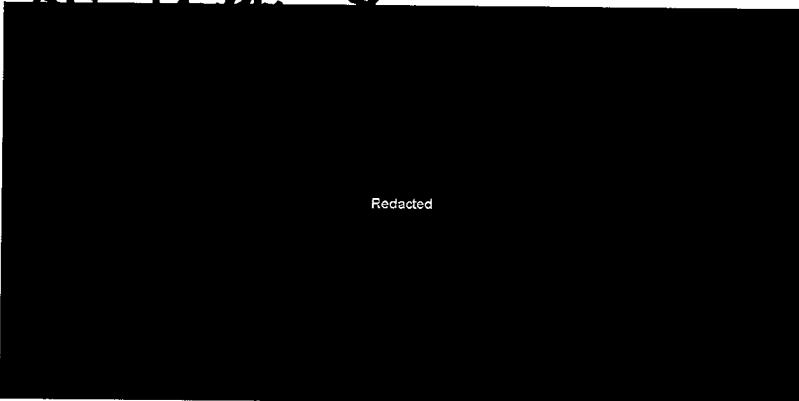
Redacted



11649

Shelby, Giancarlo, Kevin, Lara

ATI Tech 8



Redacted

unhj: S

Redacted

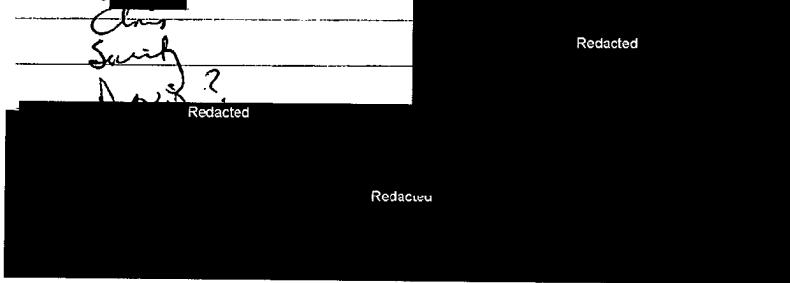
Chris

Sandy

Dave?

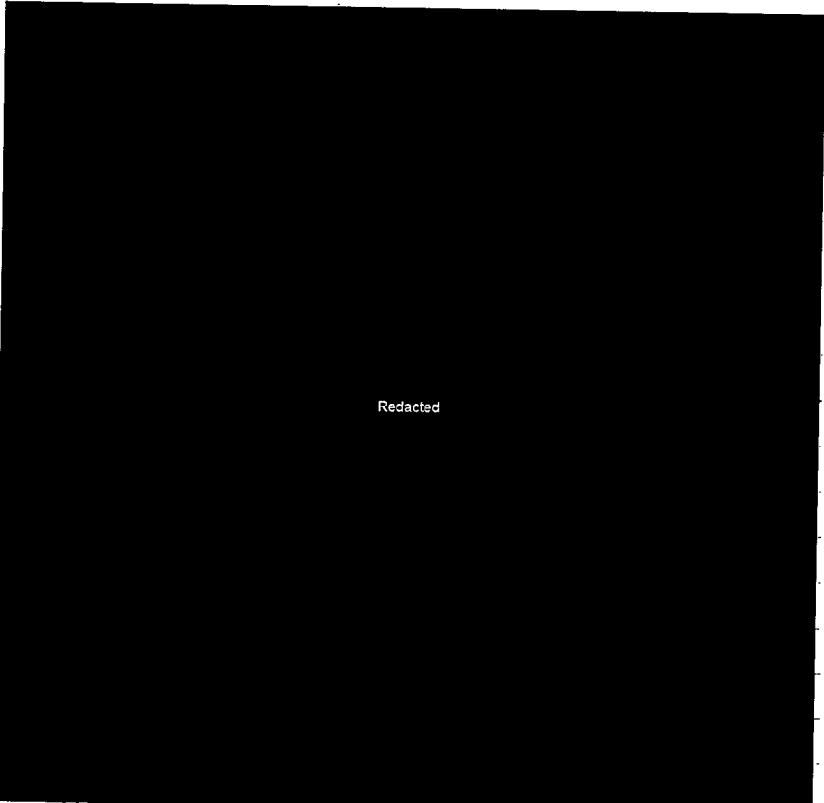
Redacted

Redacted



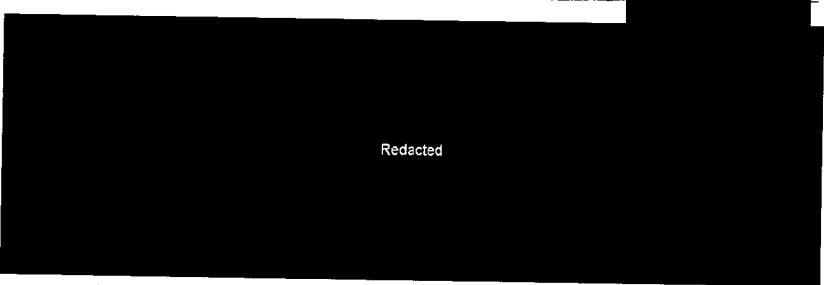
Redacted

Redacted



Serial #: 6,049

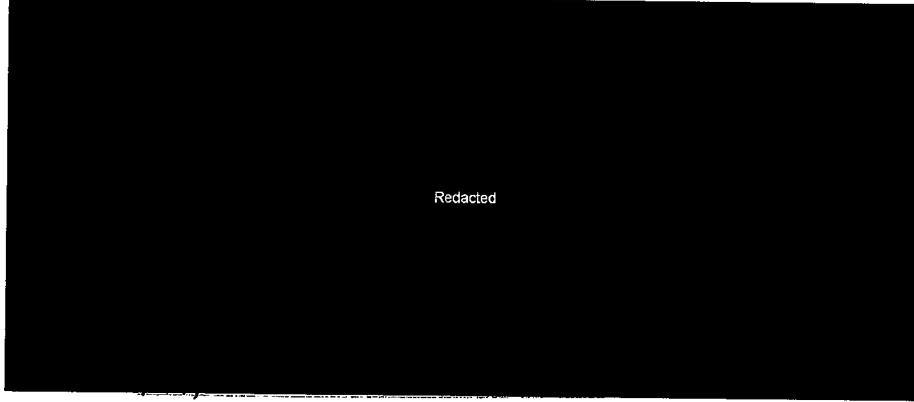
Redacted



Redacted

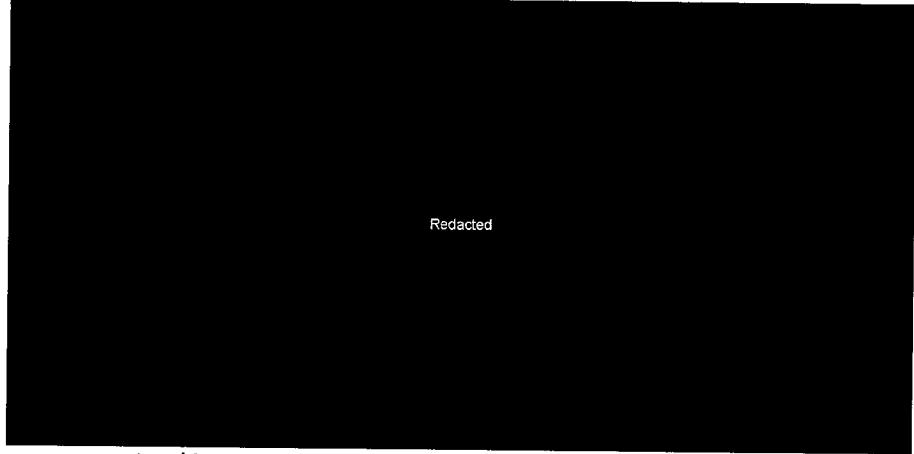
7/26

Redacted



11649 (1.5) 1.8 0 2.2 152/150 2027

Redacted



11649 Thurs,Fri 12p-2p

Redacted

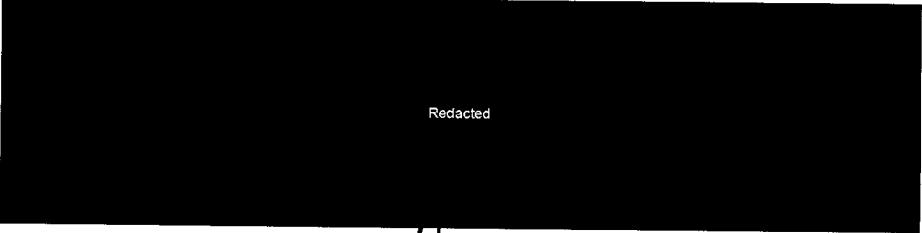


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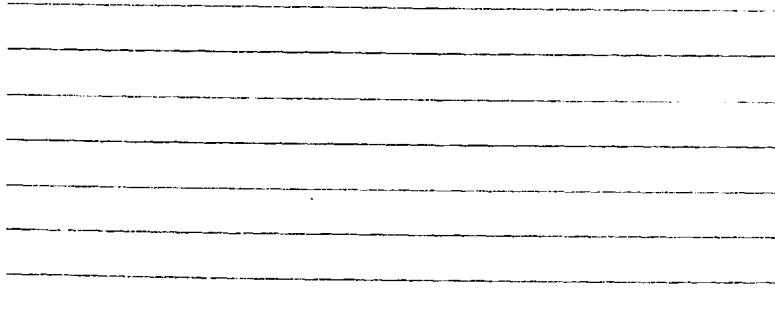
7/26:

Redacted



11/6/99:

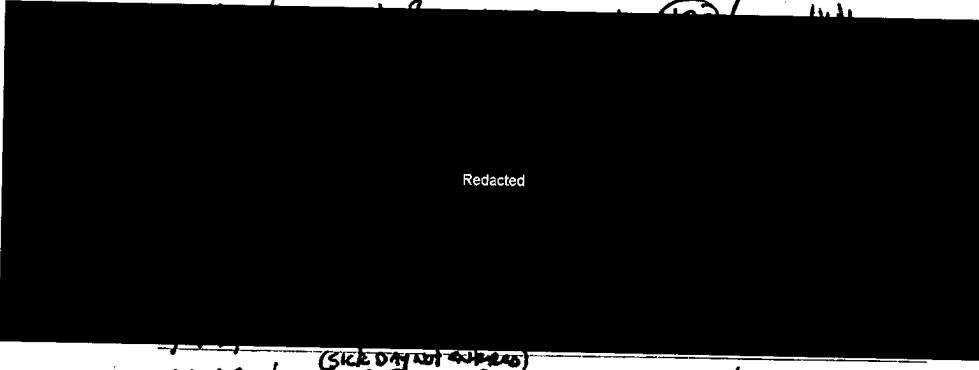
• table touches \Rightarrow protein plates = filling ROI



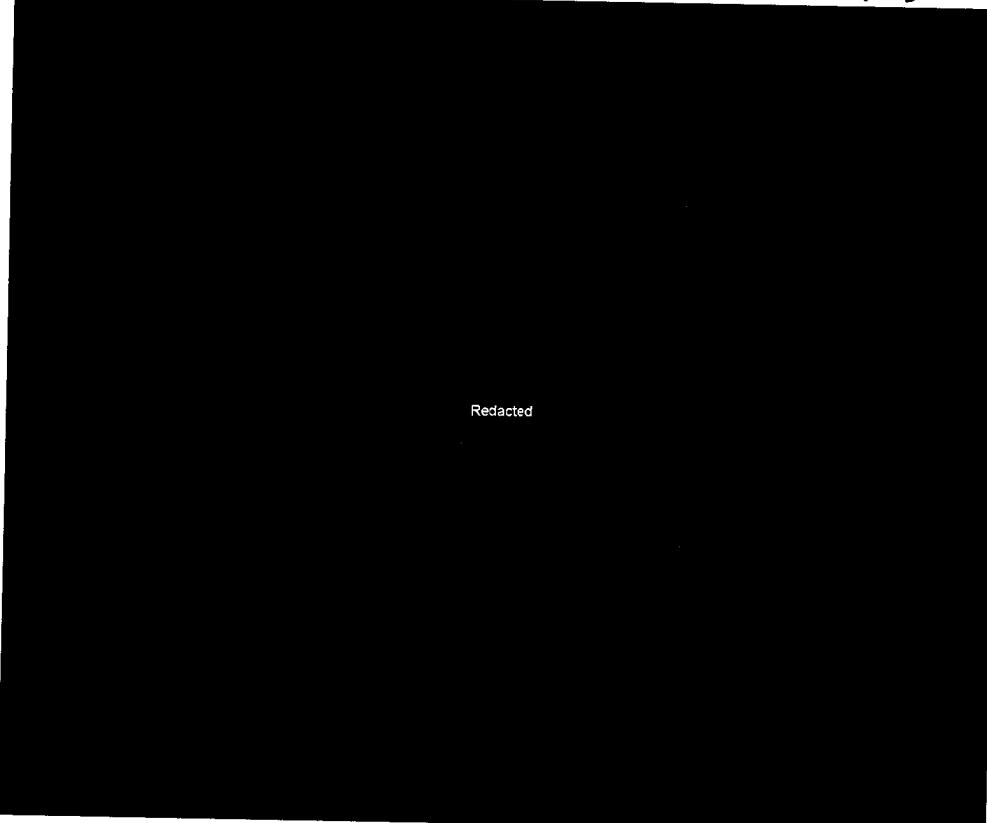
8/16:

M M
1 2 V21 NC OT TRAIN VIA TRANS

Redacted

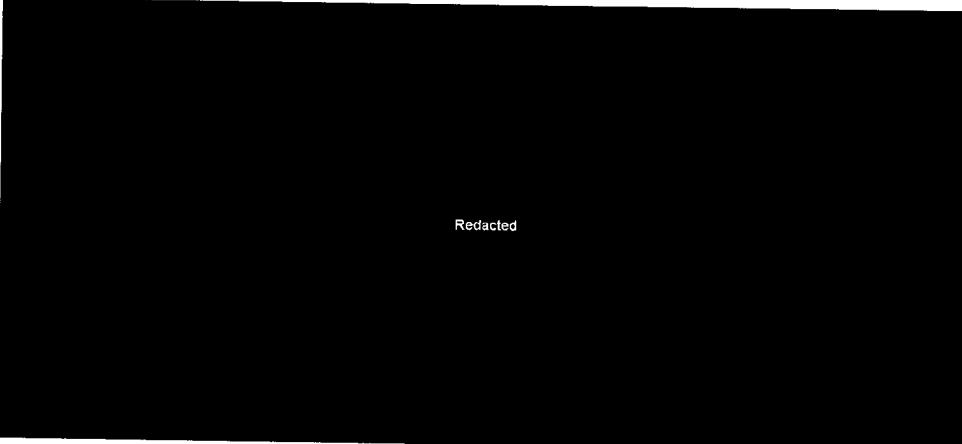


11649 ✓ (SICK DAY NOT APPROVED)
3.7 2.3 0 0 130/144 1963

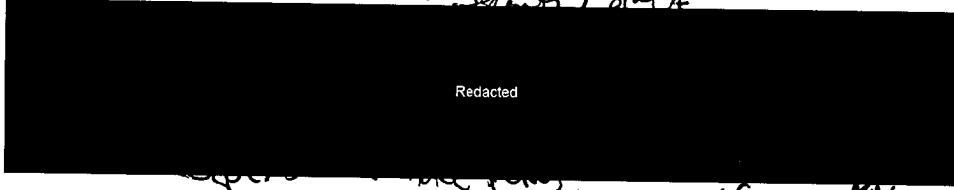


Redacted

Redacted

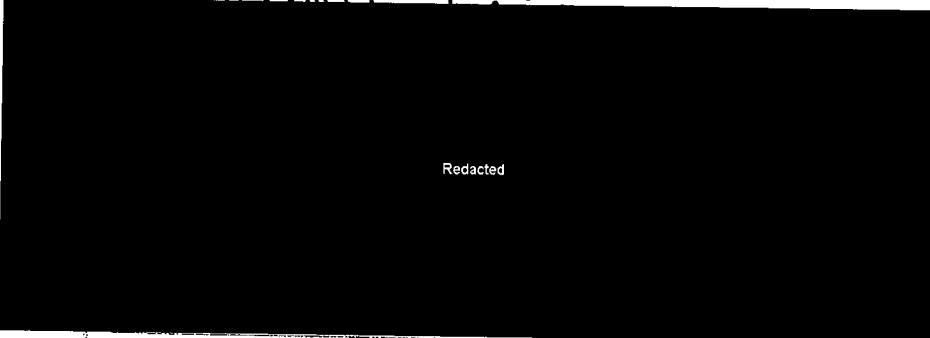


* Search / Seal



Redacted

if Conf. of Att. self ^{Att/} _{Review} ^{Att/} _{SS}



Redacted

11649

✓

✓

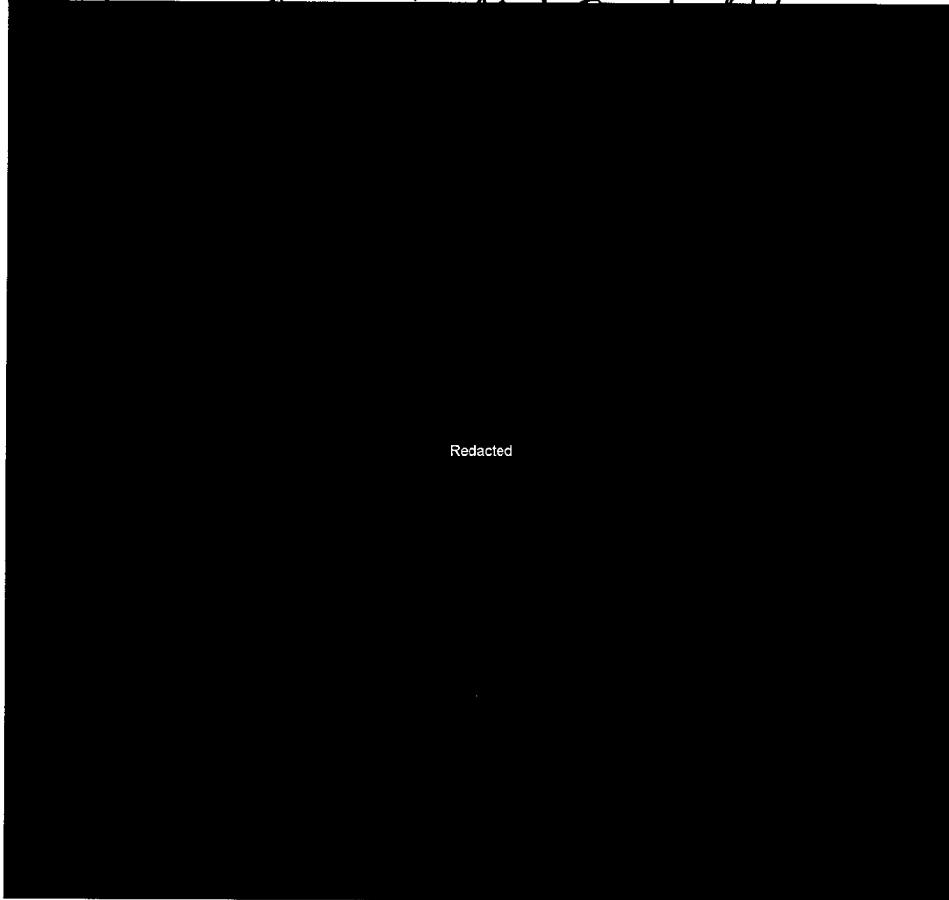
✓

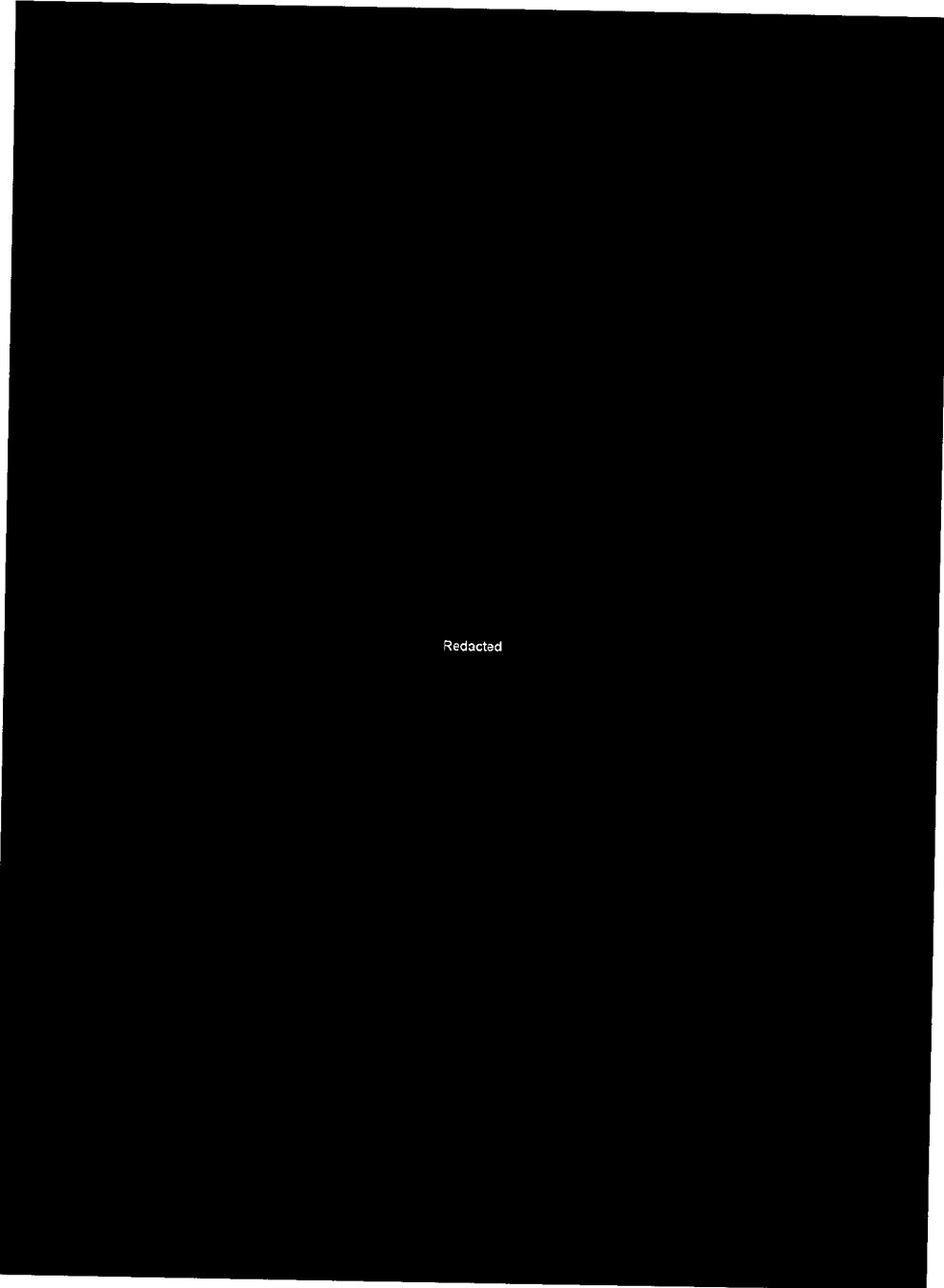
Redacted



~~# Secret: Review expectations for the
Sovereignty.~~

~~- Starbucks reserve plan by Friday 8/20~~

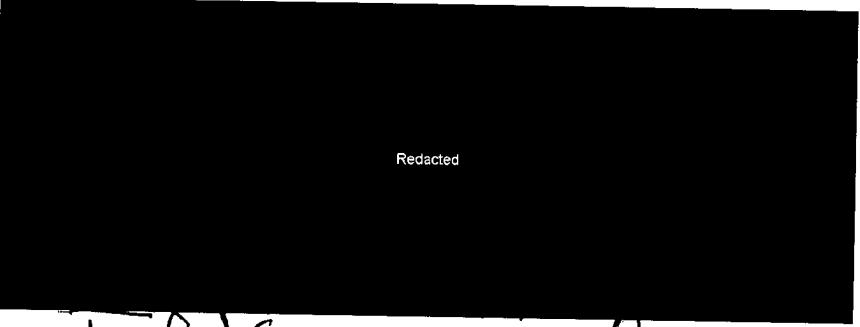




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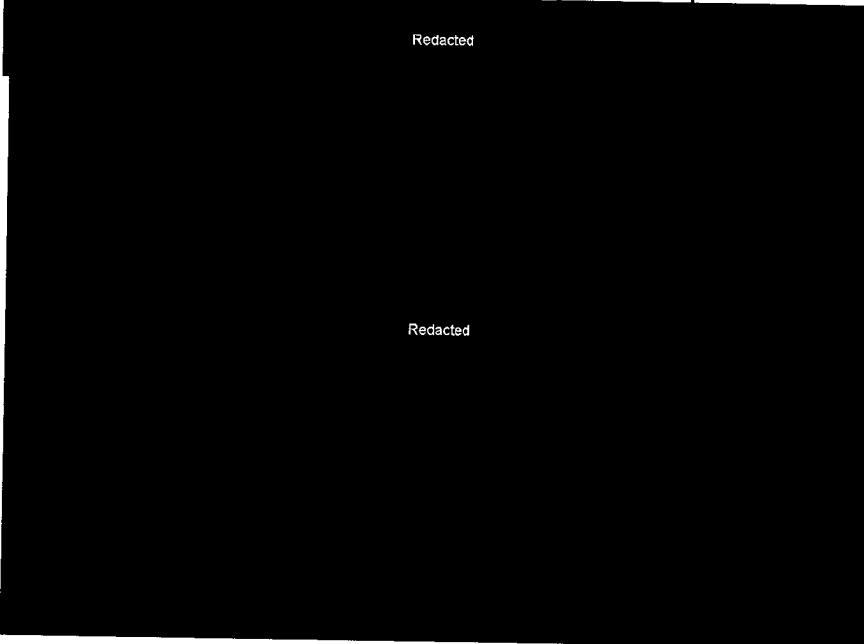
FRIDAY 8/20

Redacted



~~Key from Security office~~
~~Security: being by + alarm codes to~~
~~Jessica Wrennecle on Fri.~~

Redacted



Redacted

Redacted

8/30: V21 NC OT TRAIN V14 TRAINS CASH/CS

Redacted

4 7 11 2.0 2.0 0.98 3.1

* 11649 0.1 2.0 0 25 (NEW) 216/150 1949
Kmn

Redacted

Tuesday 9/7 = huddle w/ term 1 p-4 p-5

Redacted

✓ Sat 9/25 11-37
Redacted
P-052 2 4 3 L

Redacted

11649

Redacted

Sept 28th 29th 30th O.R. Office

Redacted

11-36-12-30

Redacted

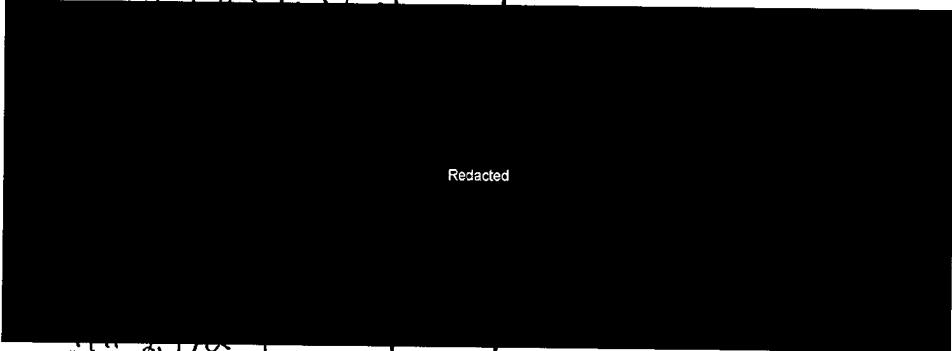
11649

Redacted

photo
e-mail

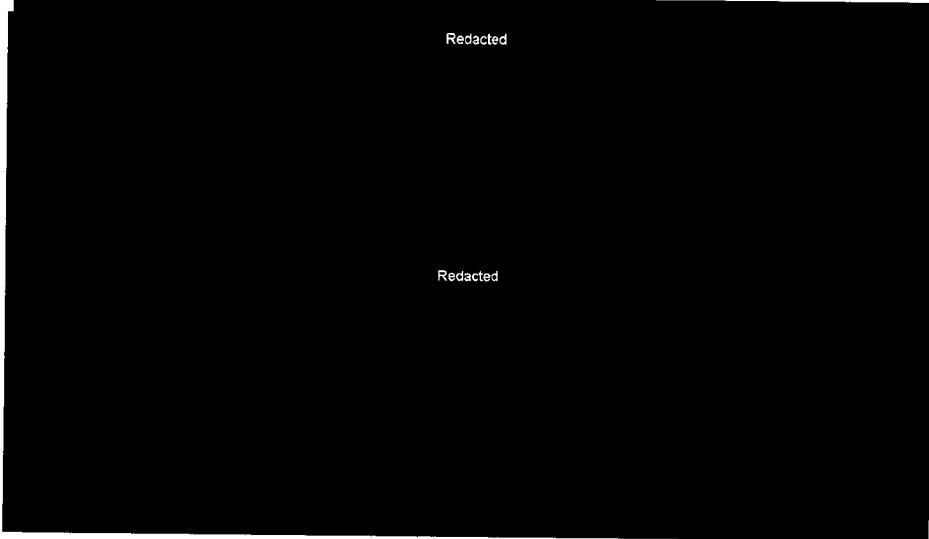
Morz/hes T W Th Fo Sa Su

Redacted



11649 0/0 (3,8)/(3) 2-29

Redacted

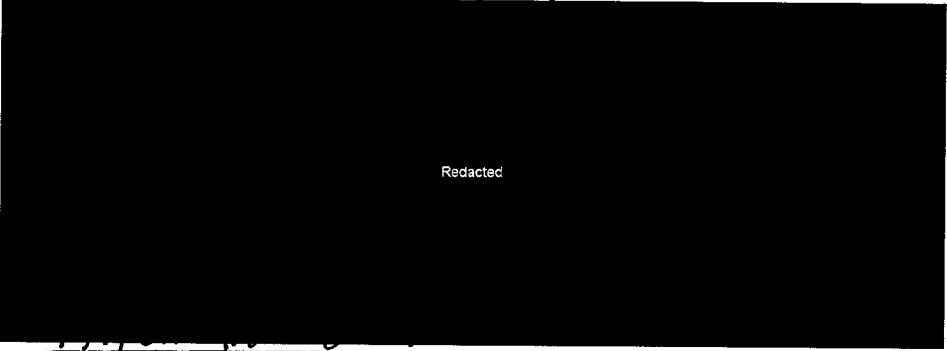


Redacted

Mondy 9/6

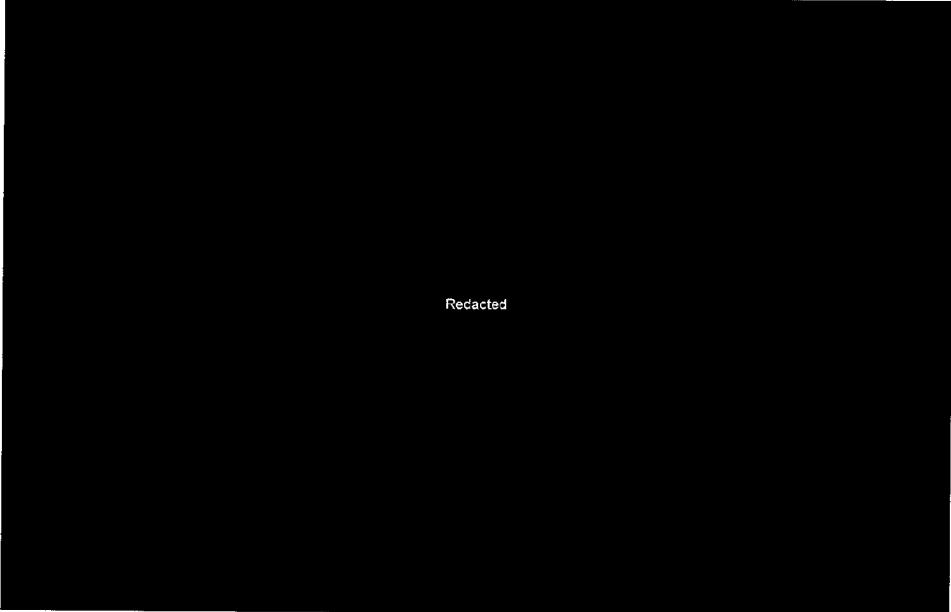
V21 NC OT REGIN V14 TNS O/S

Redacted



11649(1.9) 2 1 4.13

Redacted



Tuesday 9/3

Call the other

Redacted

RMT (Bens)
RMT (Sewell)
for

- Sewell - Follow up

Redacted

CV return phw P-2 Analysis

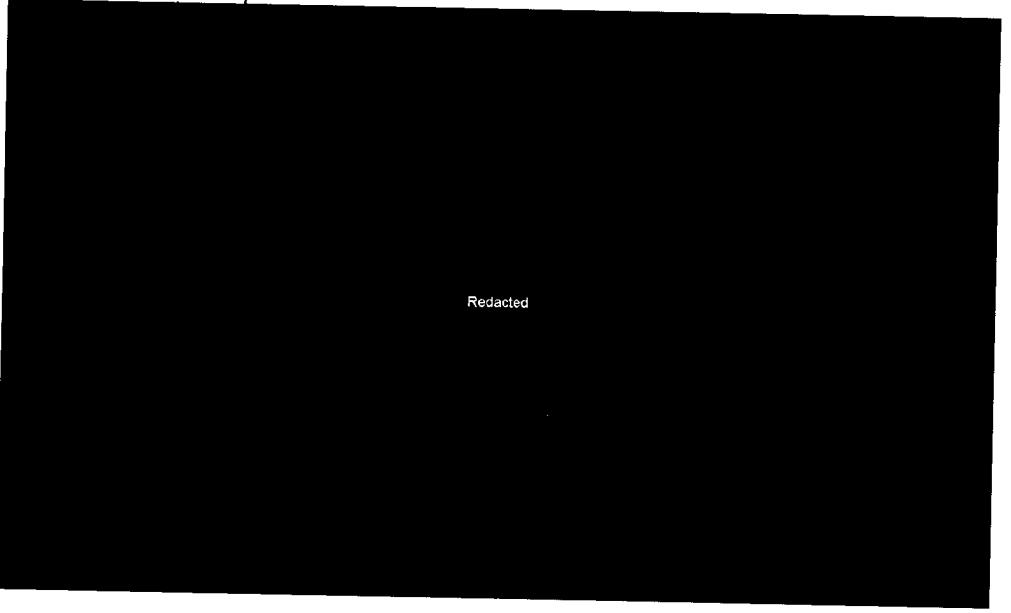
Redacted



++1

11649 ✓

Redacted



Thursday 9/9:

Redacted

Redacted

• Sandy = Guille / Tary

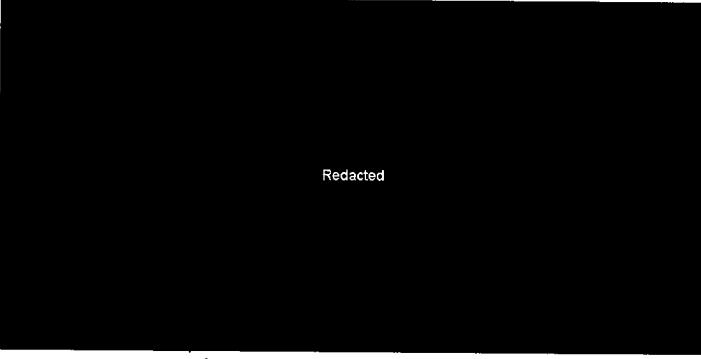
Redacted

• Sandy = Banco for Kip

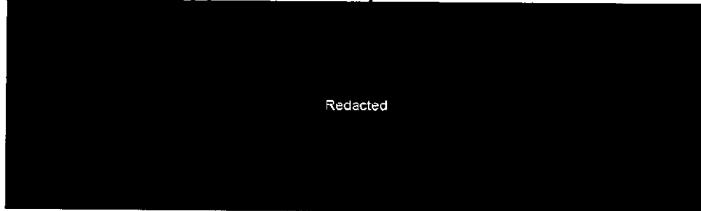
Redacted

Feb 21 hours

Redacted



11649 (1.5) -3
11649 (1.3) -1



Redacted

9/13.

V21, NC OT TWIN V14 TURNS 6/S

Redacted



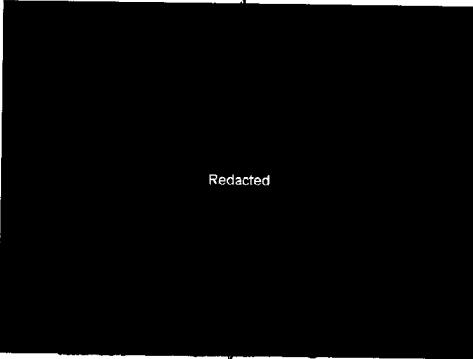
11649 + 1 (+3) 2.2



Redacted

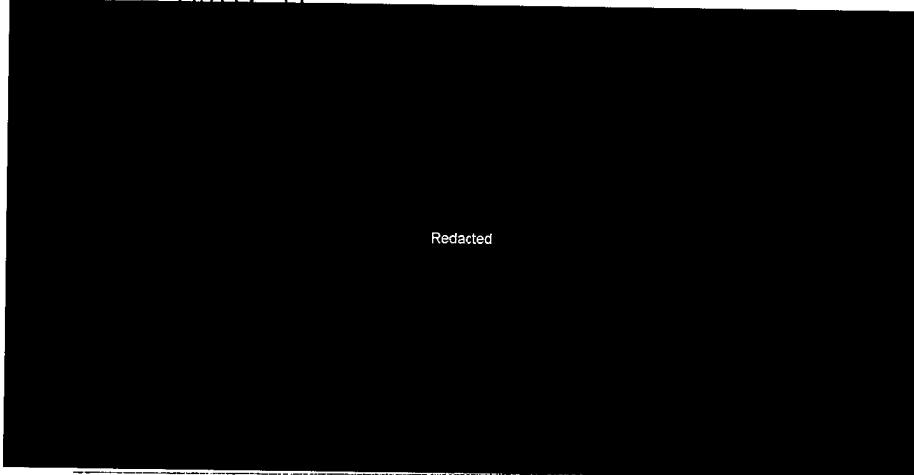
Thursday
V21 WTD

Redacted



11649

116 (00) 11

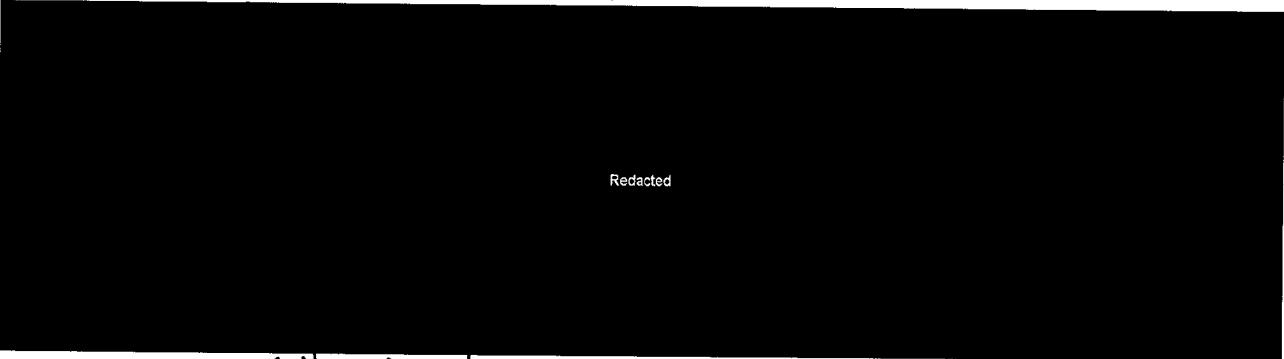


Redacted

9/20: 1096 #5

V21 NC OT TRAIN TRANS V14 O/S 61

Redacted

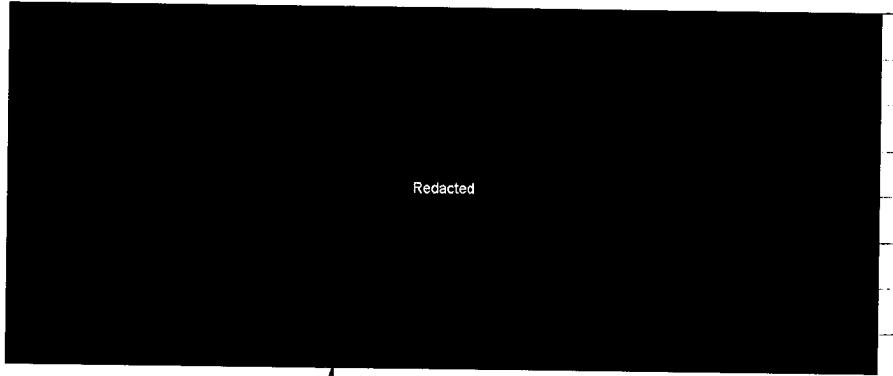


11649 (.4) 1.50 hr.

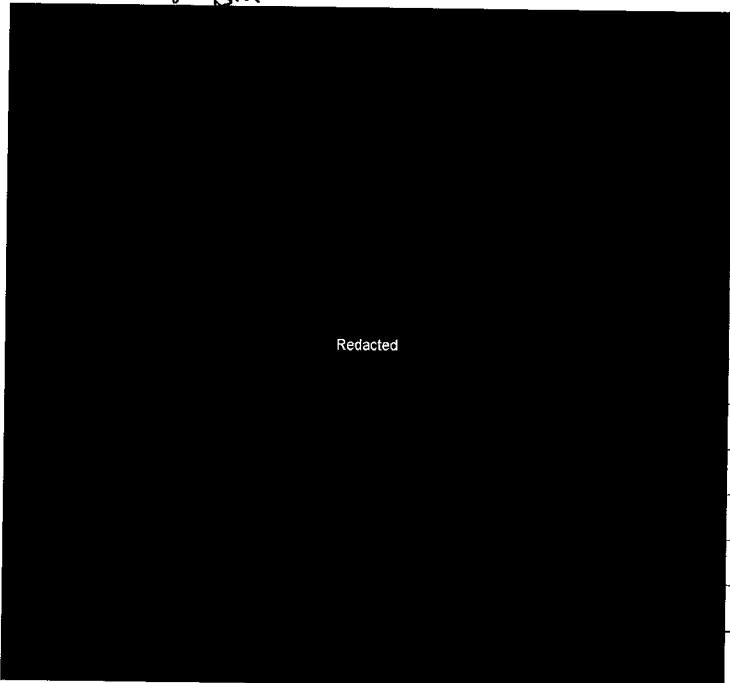
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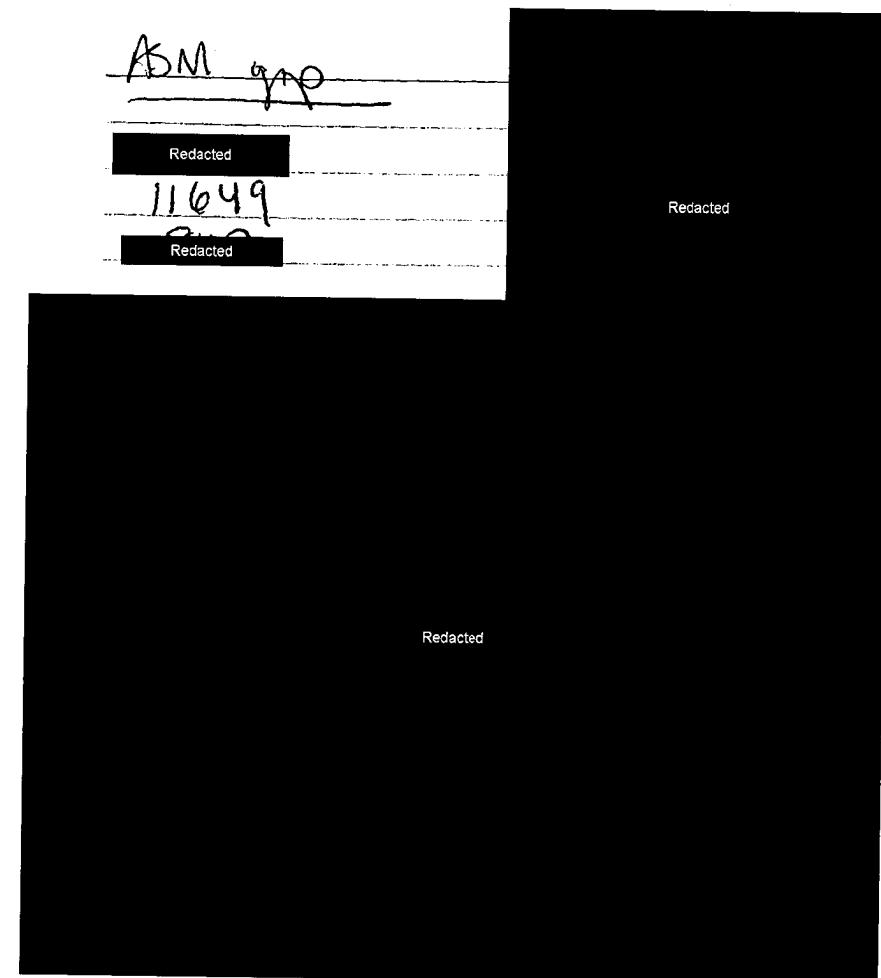
Redacted



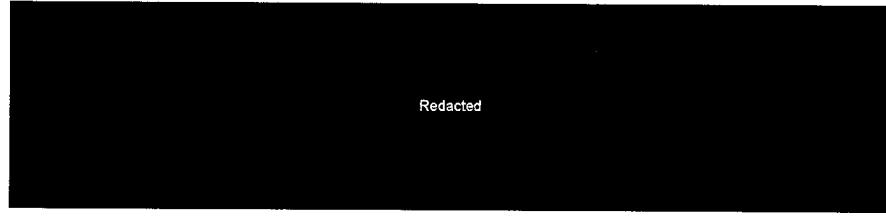
• 11649 : ^{ISM} 255 gap = ^{ISM} ~~ISM~~



Redacted

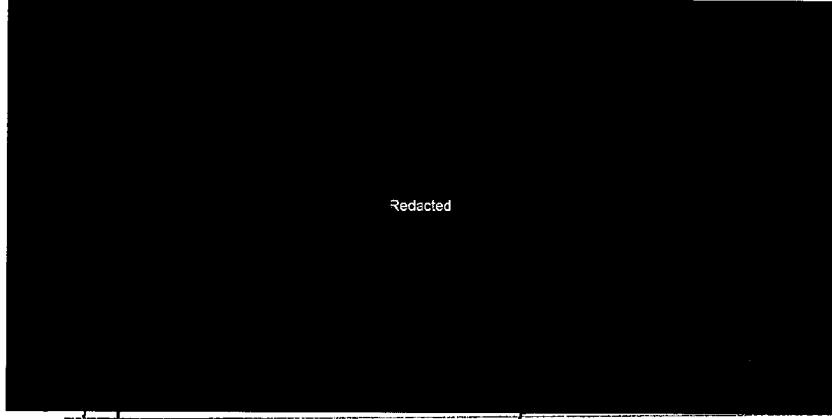


Redacted



9/22 ^{is good} conf. call schedule for 9/27

Redacted



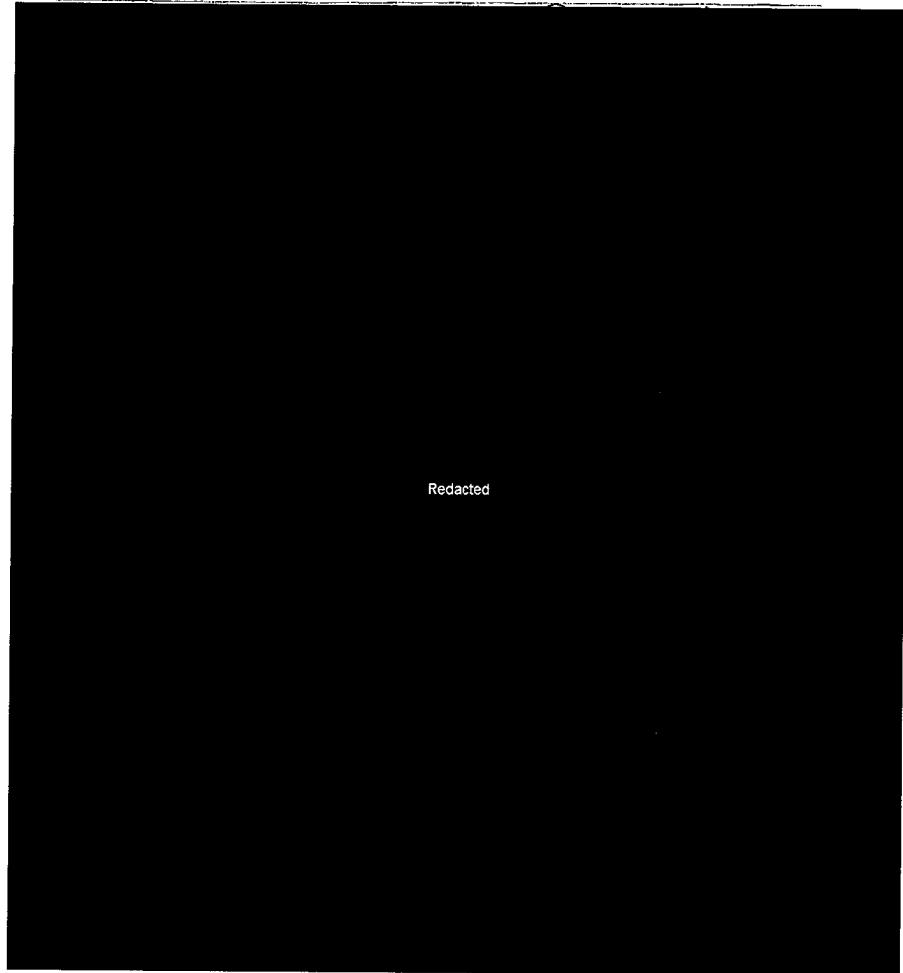
11649 ✓ *CONFIDENTIAL*

Redacted

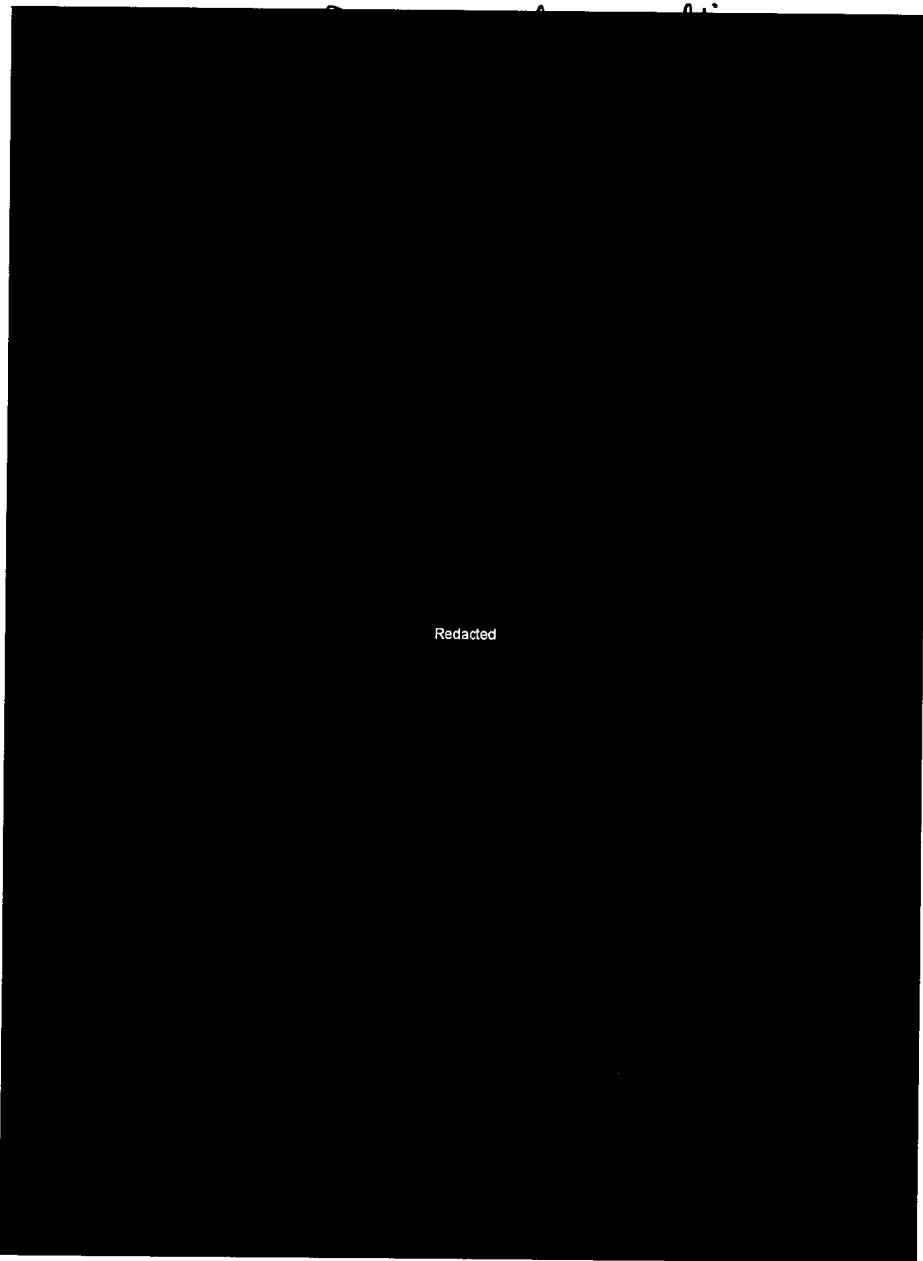


Schedules:

11649: When are Giselle, Nathan, Alleges
truly?
why isn't Alleges schedule
when incorporating Form 2



Redacted



conf.
cell

1/21 hours/s NC OT TRW ush/s

1/21



Redacted

✓11649 (1,3) (5) 2.0 0 14



Redacted

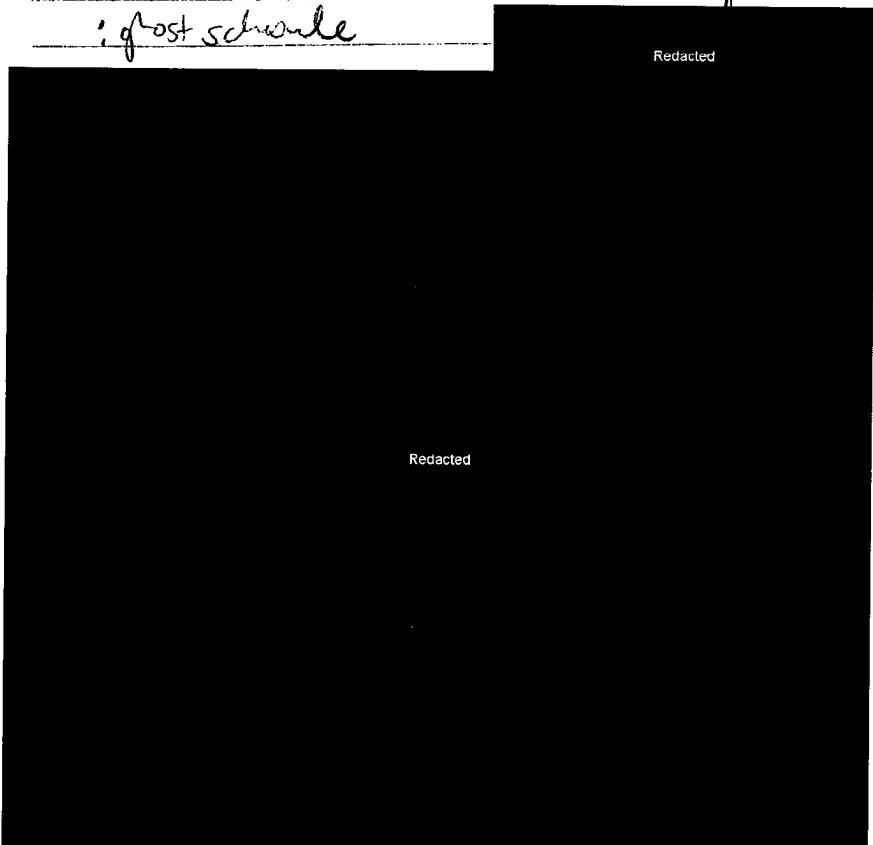
District
Conference Call 1st two weeks = hours core ~~exit~~
for \$2.50 more

11649: VIA

- o Sampling table @ retail front of line
- o Sample dedicated flavor / products private
- o Coupons @ registers
- o One complete VIA wall
- o get to re = term's daily goal
- o Incentives

: ghost schedule

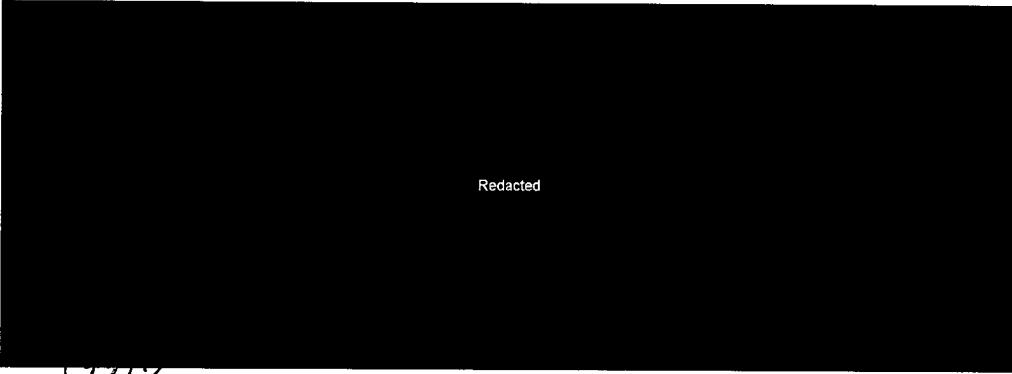
Redacted



Redacted

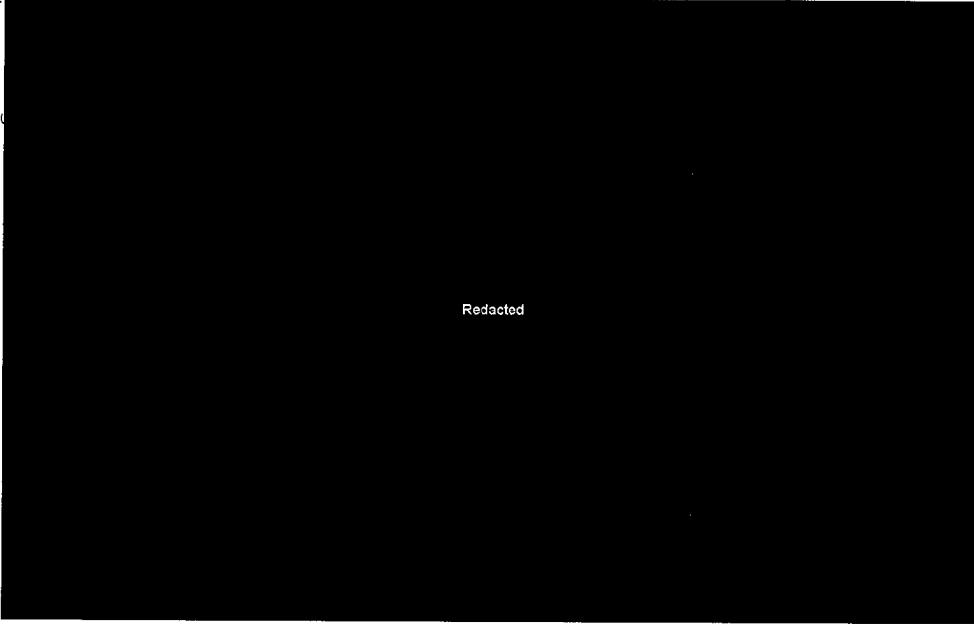
conf

u v21/11 NC DRAW TERMS VIA o/s OT

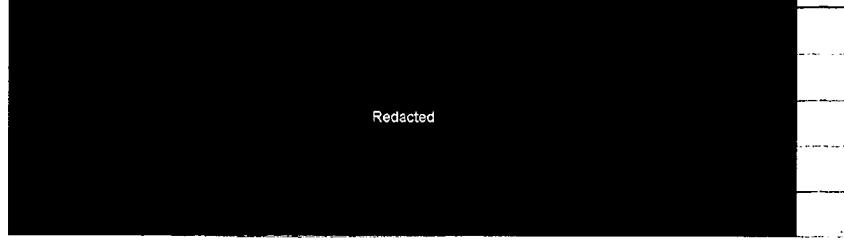


Redacted

✓ (1649) (4,7)-3 2% 36.2 2109 105 0

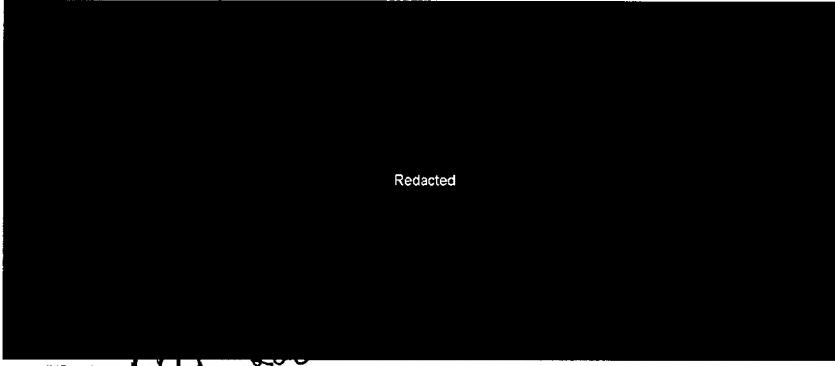


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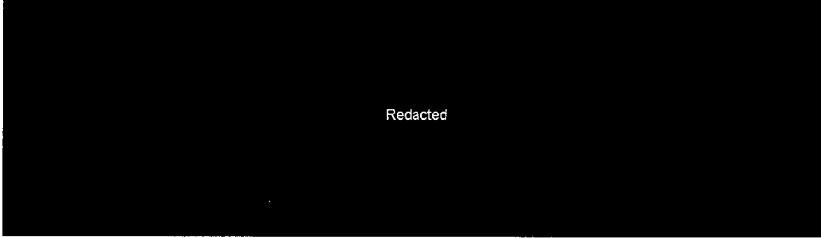
Redacted

Stretch 6 also:



Redacted

11649 + 150



Redacted

Redacted

~~Redacted~~ VIA ph. # EO2 10³⁰ 5³⁰
8 5 100

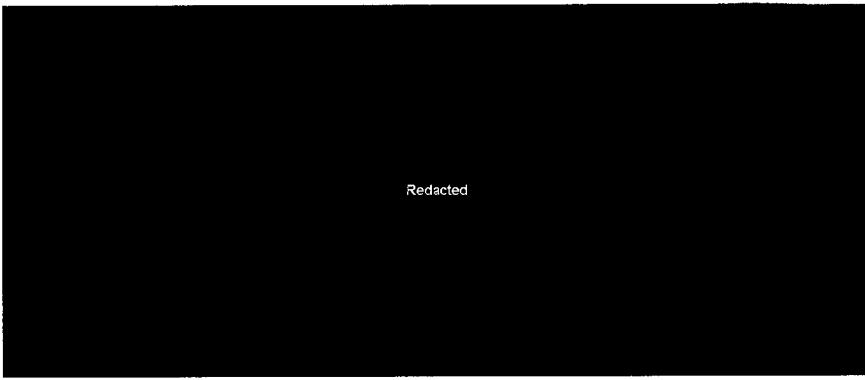
Redacted

11649

#139
5 000

Redacted

Redacted



Tuesday
Total 10³⁰ 5³⁰ ✓21
\$2.00



Redacted



✓11649

✓260



Redacted

Redacted

Redacted

Schedule 1st yr. reviews week of 4/15-4/17 = ~~Security~~ ~~Intelligence~~

Redacted

Redacted

Security ✓

Redacted

Redacted

Redacted

Security

Redacted

• Hassan King = 'no SM as of this Thurs/Friay -

Redacted



Redacted

ned

M

Sepeuity



Redacted

Redacted

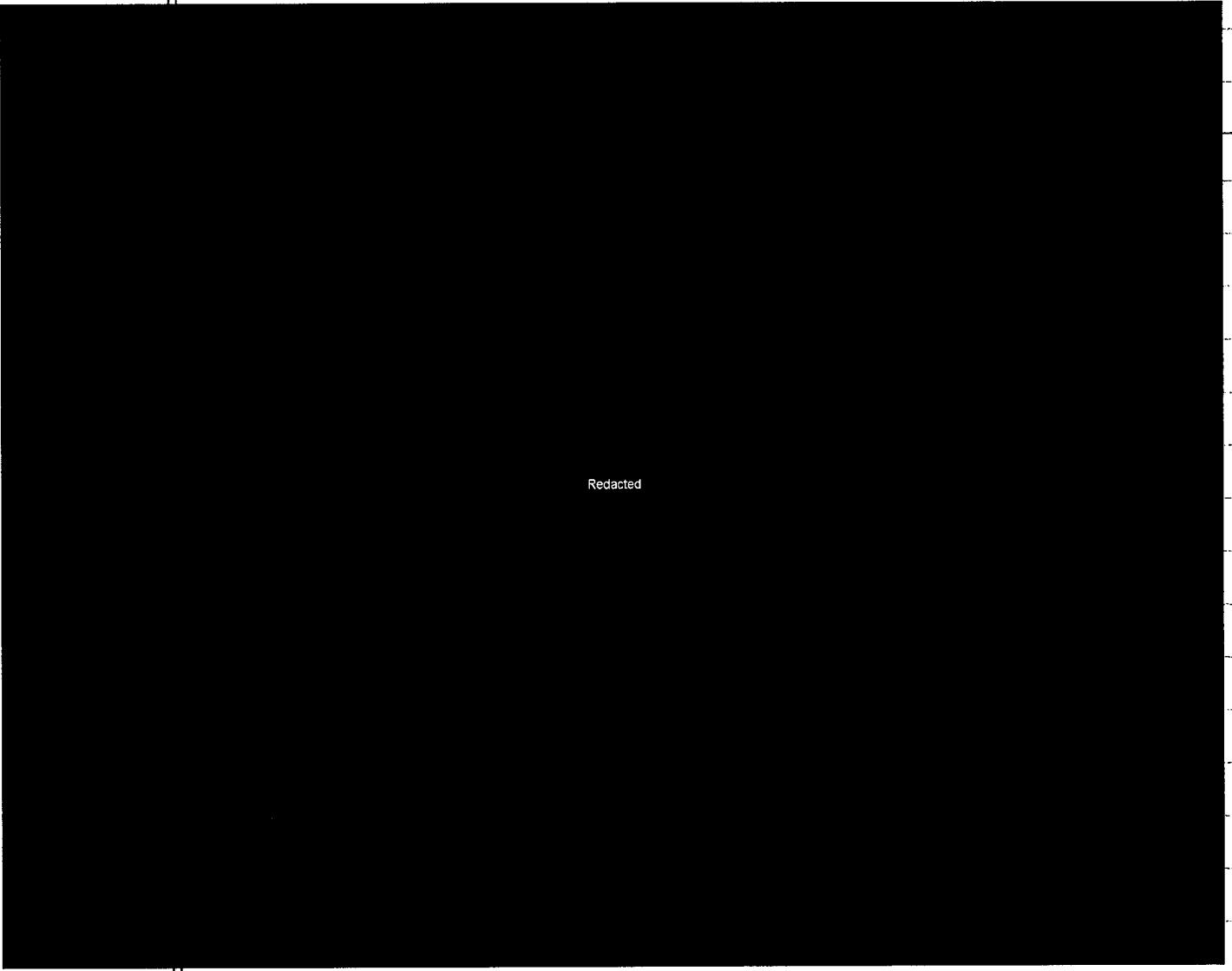
Redacted

- SM for Hanson + King

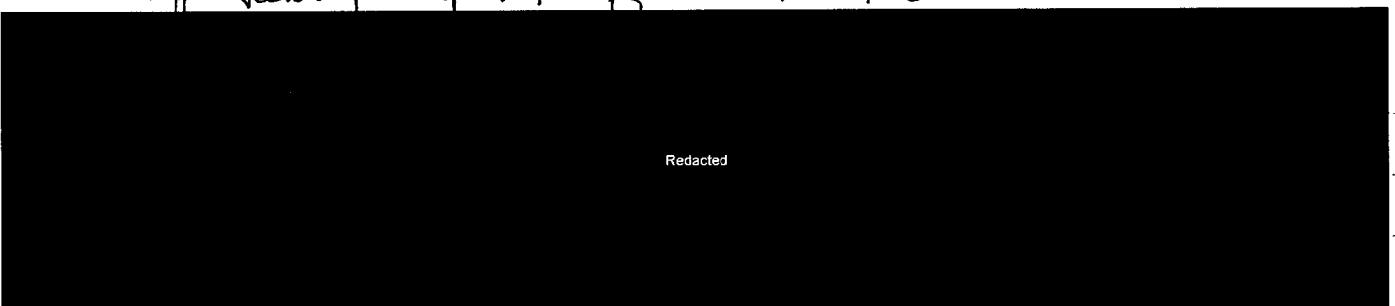
Redacted

Redacted

Redacted



Serenity = quantity of consistent results.



Redacted

Redacted



⑩ Hassan & King
646.785.2564
re-mail
87

Redacted

Redacted

Serenity = QAS4

Redacted

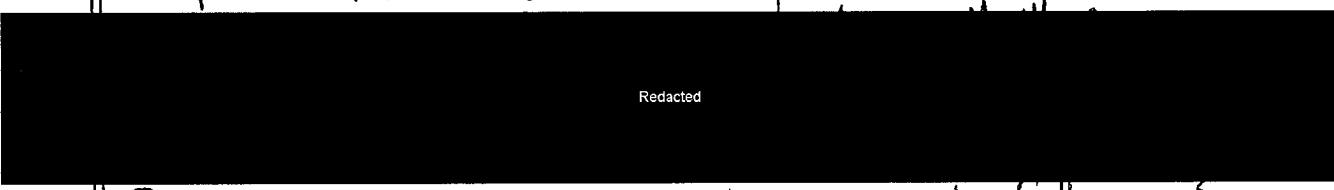
4

Redacted

Redacted



* PREP mid-YR discussions for Kevin/Serenity/George/David ^{⇒ this}
(print out paperwork)



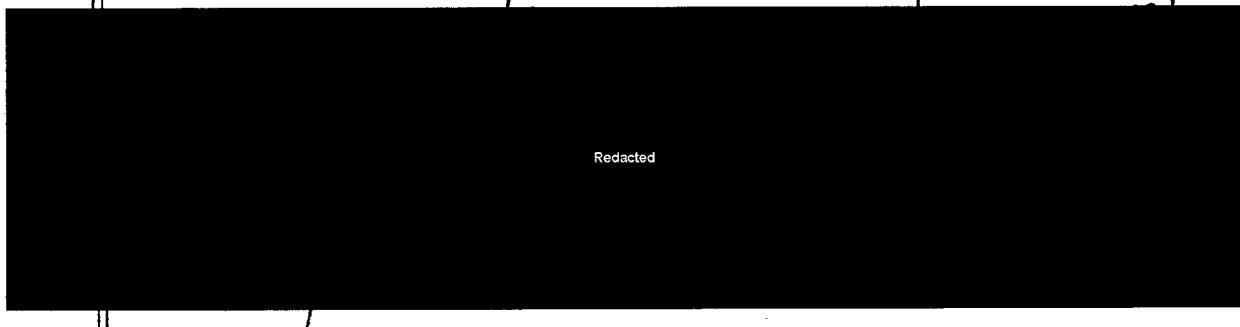
Redacted

* Serenity - April - no show call occurs to follow up



Redacted

Redacted



Redacted

Redacted

Smith
S...

Redacted

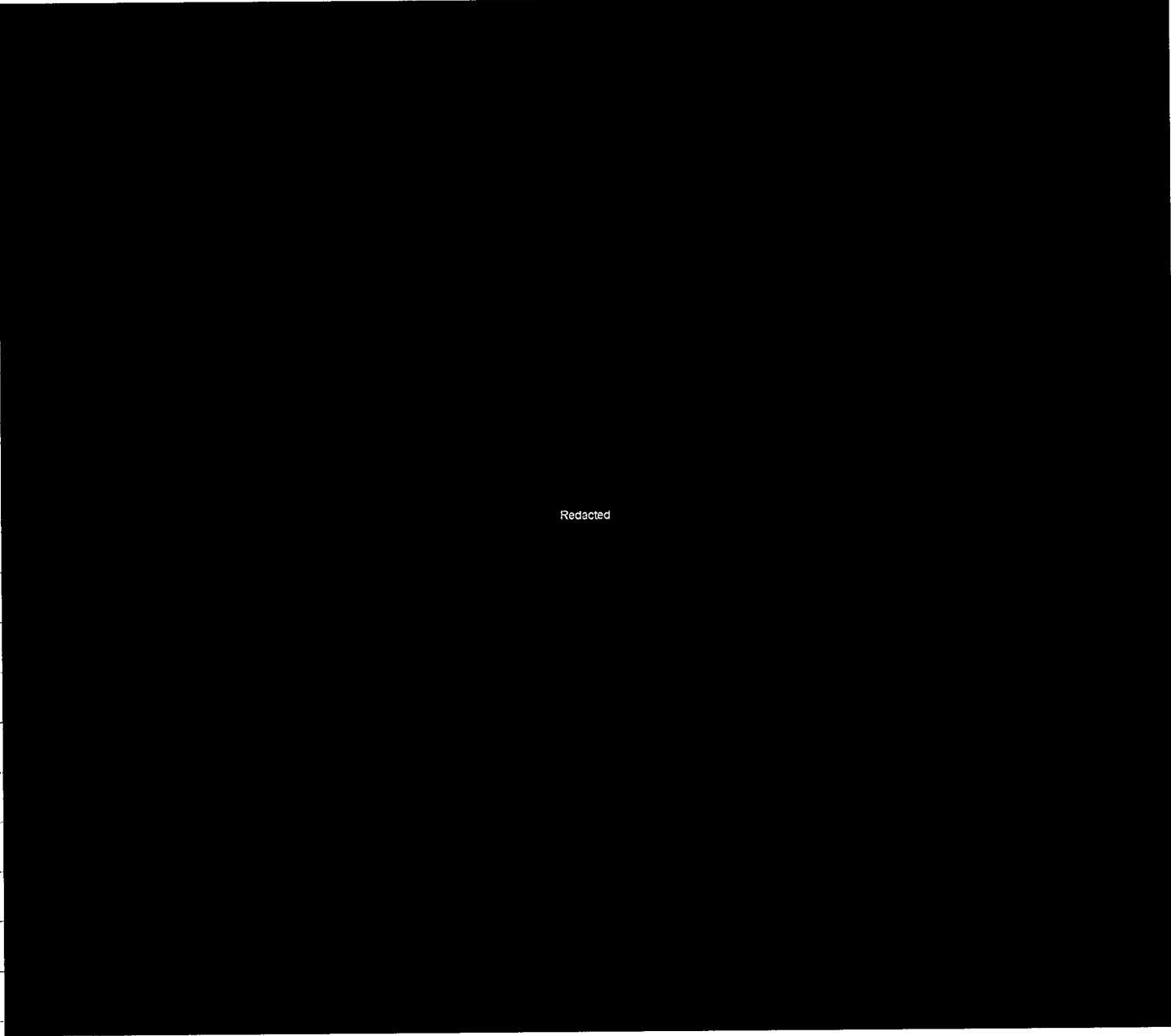
CONFERENCE CALL

Redacted

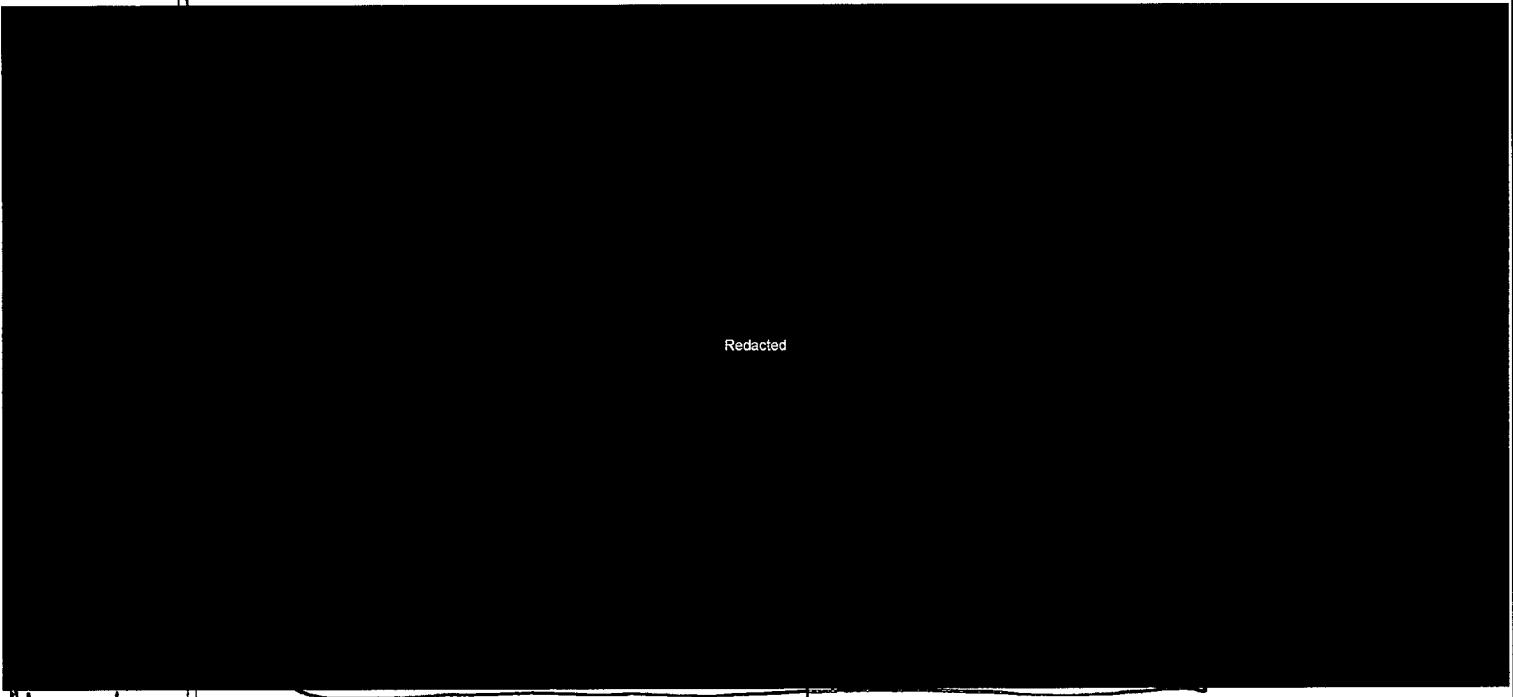
Smith

Redacted

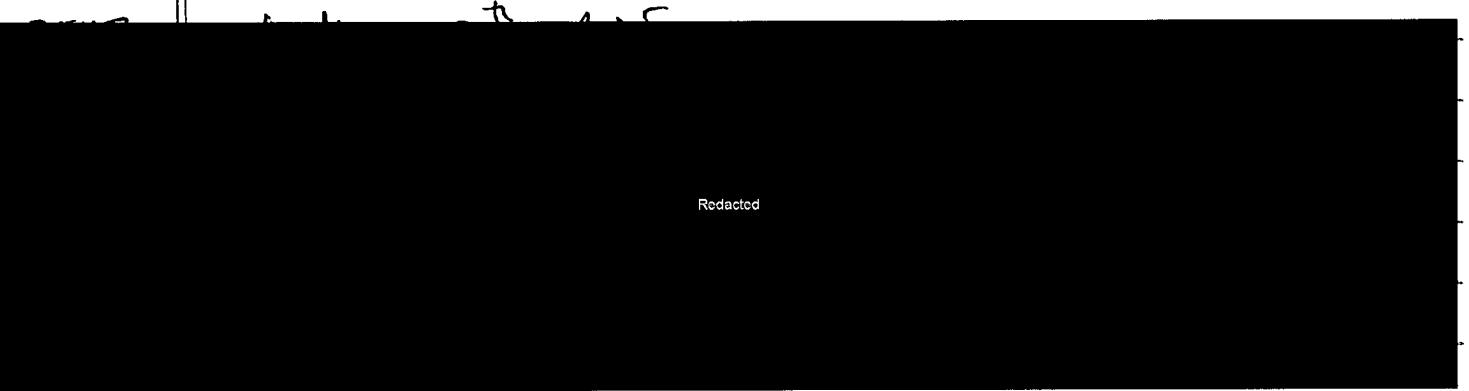
Redacted



Redacted



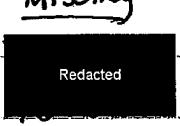
Mons. #5



Redacted

MISSING

Redacted



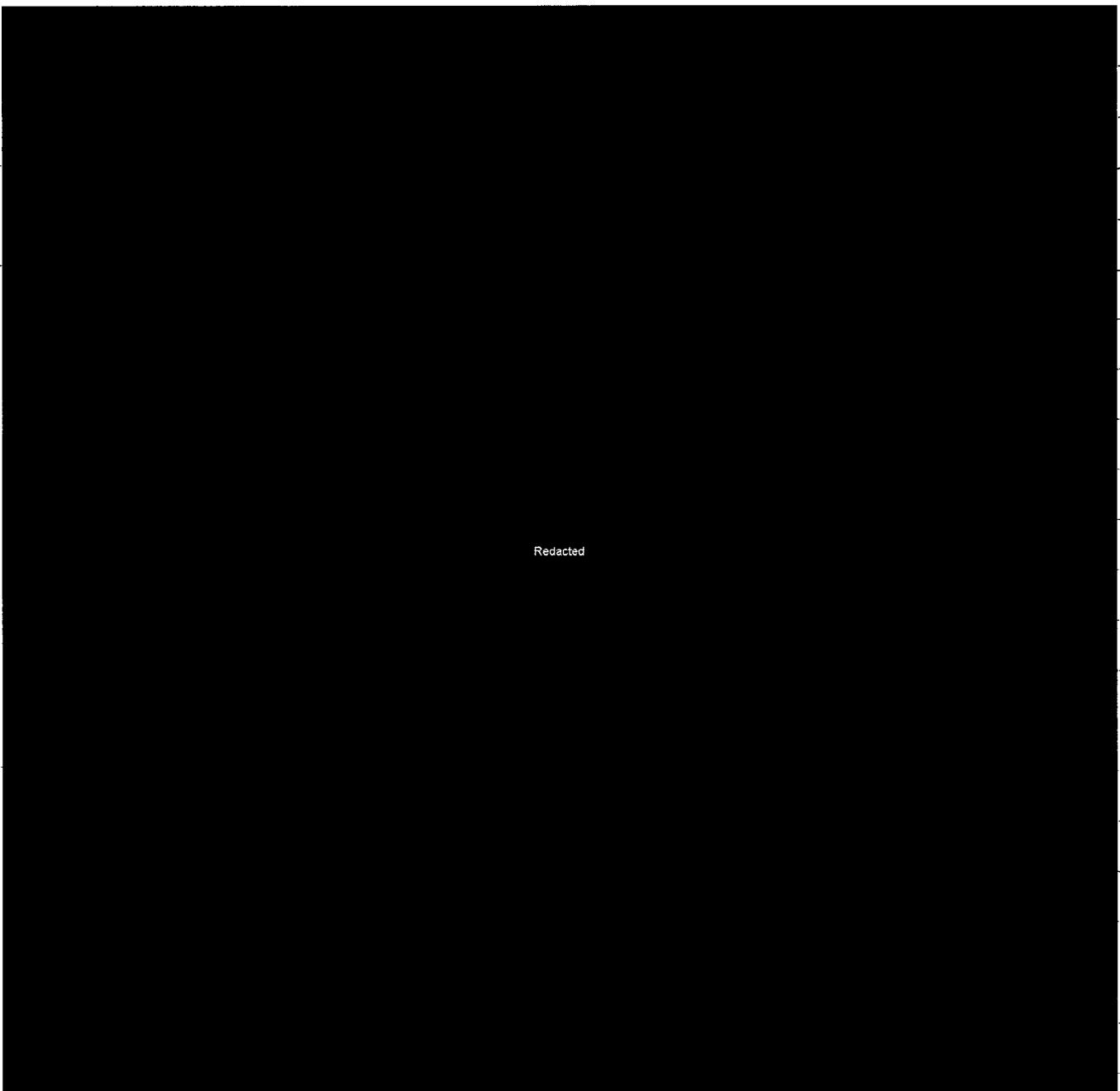
11649



Redacted

	W/C	7/75	2021	7581	7761	11649
Coffee goal YTD						9,704
Actual YTD						
VARIANCE						
Tea goal YTD						2,230
Actual YTD						
VARIANCE						
WB \$ VAR YTD						
03/09 trend (%)						
Total barista turn						
Total SS turn						
# B vol						Redacted
# SS vol						
FY '09 Excess						
CV Oct-Mar						17,57,6
						55,49,38
W:28						
Food uph						42.0
% to LY						-10%
Bak. var 03/YTD						
Sand var 03/YTD						
bak						22.4 (-14)
Lunch						8.2 (+30)
Break						5.2 (+51.9)

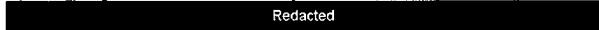
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MONDAY:

* Security's LOA paperwork

Redacted



* Nicole = Kim / Security return / George

* cat. 1: 6/6/2012

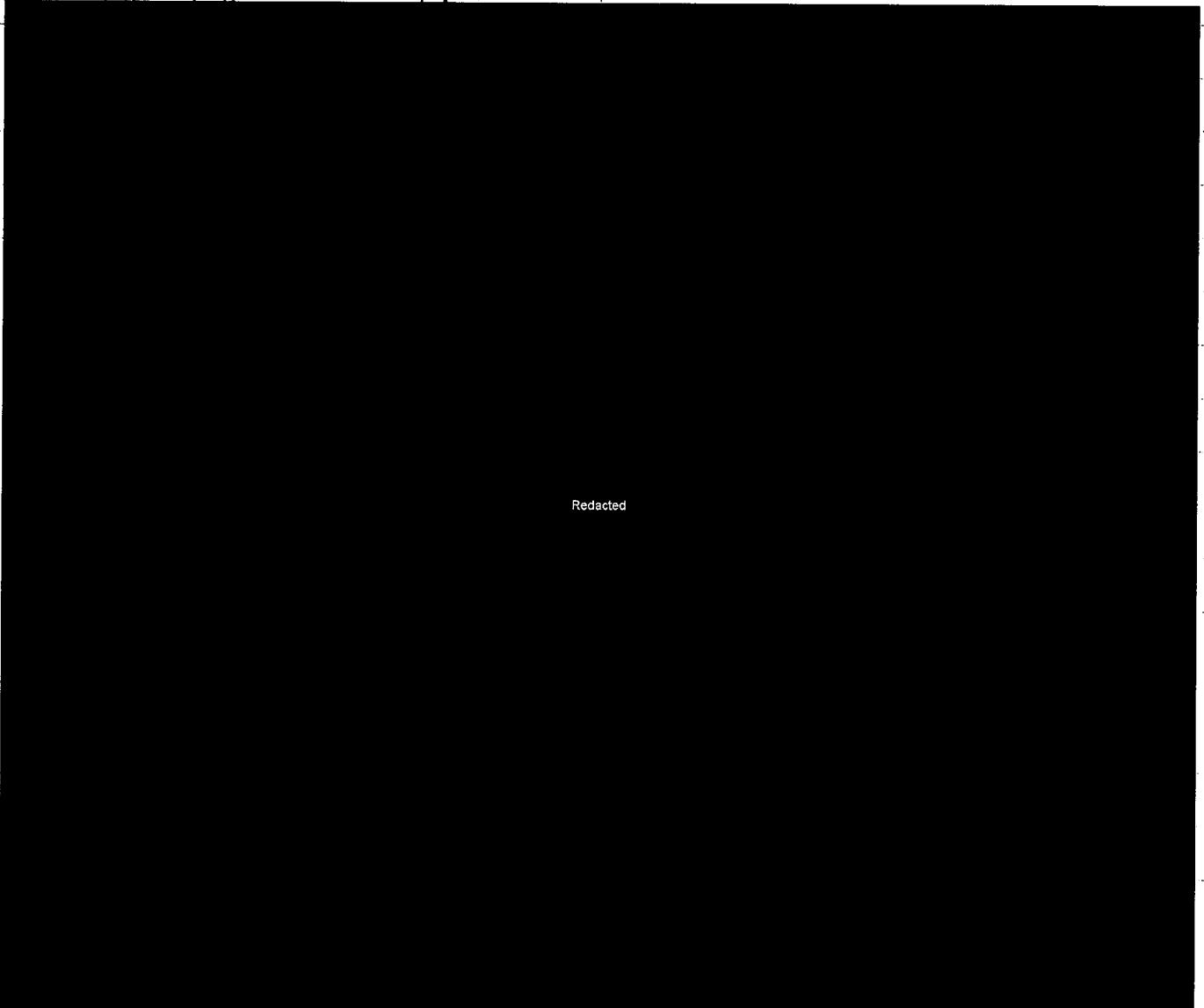
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~~Expenses / Costs~~
+ ~~Security's 60A procedures~~



Redacted

9/15
To Do:
~~11~~

Redacted

Redacted

- call Serinity = will not be meeting for Legend's
24k14's review

Redacted

Redacted

2³⁰ pm Security

Redacted

Redacted

Wao 10/13

Redacted

Redacted

Community work = Security
Gentrification
S

Redacted

Redacted

Marilyn \Rightarrow Scrivit Oct. 13¹⁴
Marsy Hsule

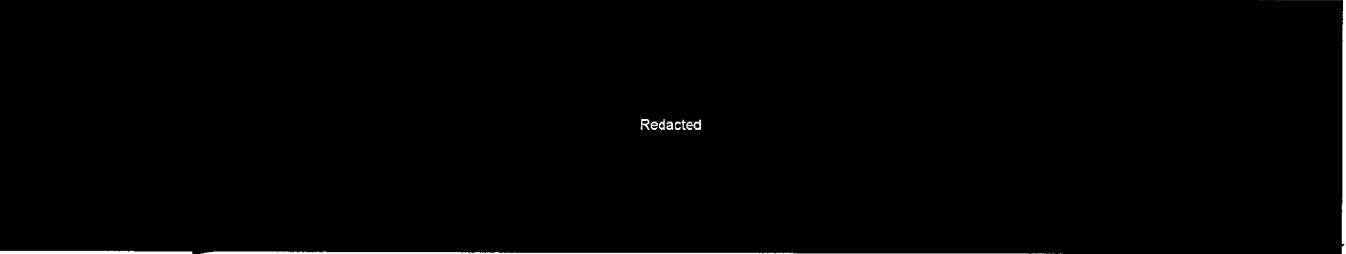
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Off = \cancel{Off} open close
Scrivit: ~~Marsy MTF~~ Jess M FSu
leasel w Brandy T/Th
Nosew Th Chas J/Su
Brandy St Su

Screen Hy = Nadine close Session on Saturday

Redacted

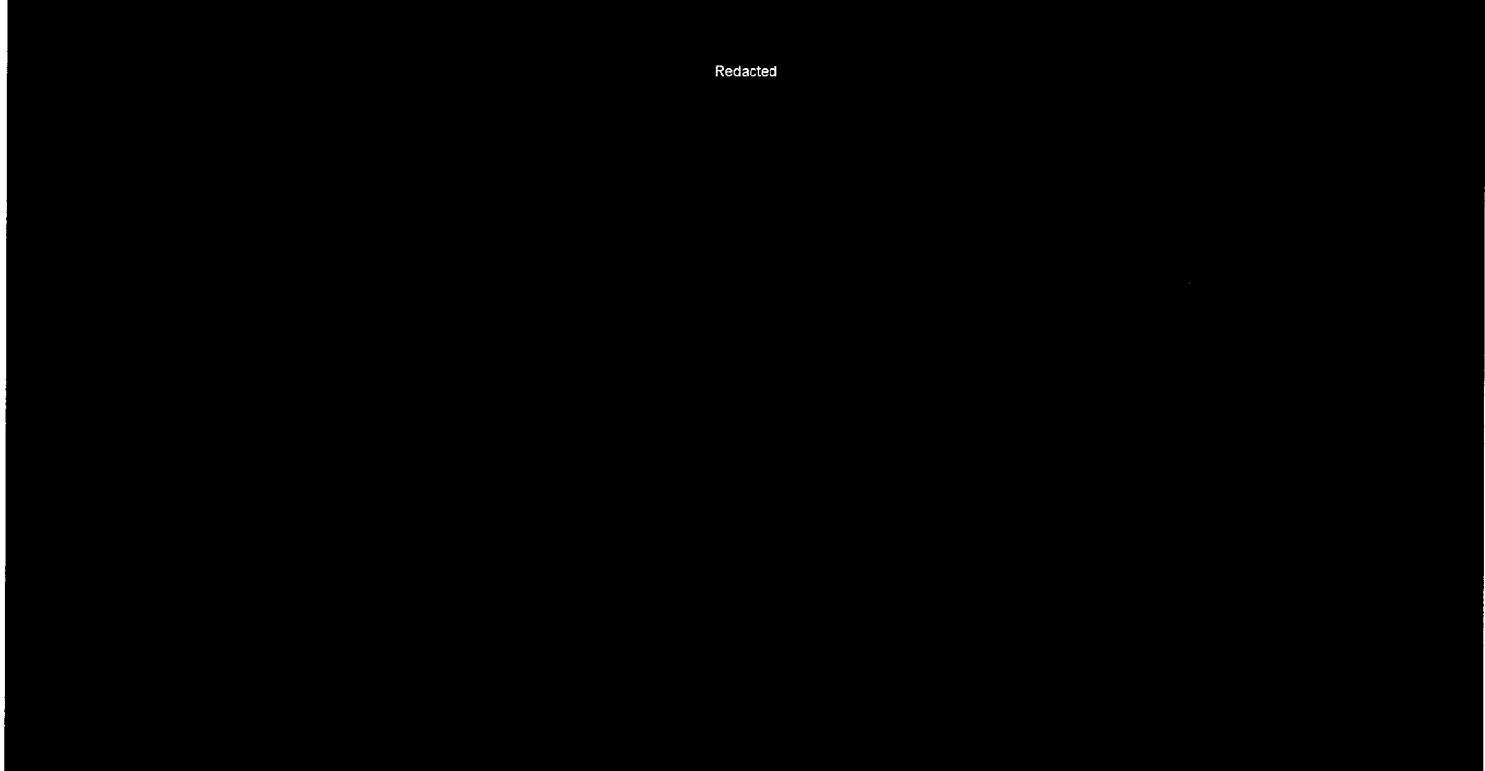
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~~Security = Applications for Certs~~



Redacted



Redacted by [redacted]

Redacted

Security applies to [redacted] for 2nd time

Redacted

Redacted

SAT 11/1 - 11/30
and another

Redacted

Redacted

Security = leases - Rev
Signed copy.

Redacted

Redacted

Redacted

CEASAR / Serenity > Alden
Mohr, Finkes

Redacted

Redacted

14000
Security = consistency w/credentials = ^{match} visits.
S

Redacted

Redacted

Jen Gurtov

From: S00847 6th Waverly
Sent: Sunday, October 12, 2008 3:32 PM
To: Jen Gurtov
Cc: S00847 6th Waverly
Subject: CML audit

On Tues. 10/7 Leedel took the safe from Maddie- Maddie's end count was \$2404 and Leedel's start count was \$2399- there isn't an explanation about the discrepancy.

On Tues. 10/7 Leedel's written end count was \$2400 and Brandi took the safe from him- her start count was \$2405- there isn't an explanation about the discrepancy and when you tally his numbers it's actually \$2405 not \$2400.

On Thurs. Leedel took the safe from Nadine and said it was \$2400 but when you tally his numbers it's actually \$2405 not \$2400. (Same for his end count.)

On Friday Leedel completed the deposit and said the store was +\$14.25 but store was actually (-1.53). There isn't an explanation for this discrepancy.

On Saturday 10/11 Leedel lost the managers keys (till and drop box).

Serenity

10/13/2008

Serology / Chassis

Redacted

schedule
7/6

vacation
requests

All
base
toward

turnover

labor

cycle
count

Redacted

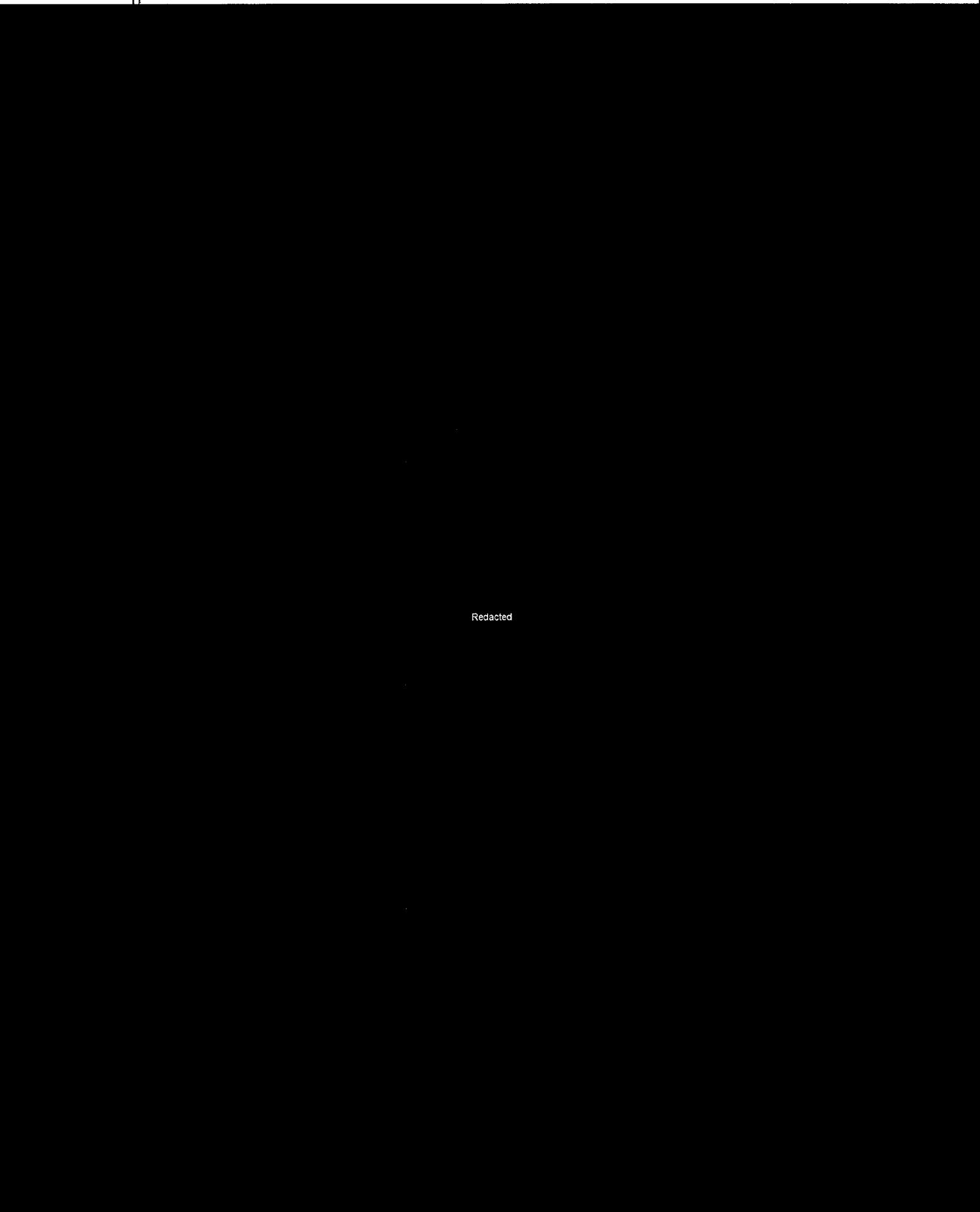
11649

Joel Blawlo
Denisha Robbins (5.83)

submitted

Redacted

Redacted



Interviews \Rightarrow Friday

Redacted

1130 AM: [REDACTED] Security

Redacted

Redacted

Security = 4

Redacted

Conference Call:

- * open shifts for next week (OT \Rightarrow ok)
- * TEAM DYNAMICS = pull together as a team
- * Interviews tomorrow @ Sheridan

Redacted

Security
Policy

Redacted

+3.76

LaboR

Turnover

Count

Redacted

Summary

• 11649

1.95%

—

Redacted

Sustainability around COE:

- continue deliberate VALUES WALKS
- holds teams accountable
- labor to maintain windows/sidewalks
- hire / train
- continue NOTECARDS
- on-the-spot recognition

Issets to continue to ELEVATE:

- dump coffee into press => top off in cafe
- SM. support commitment
- table touching

Kevin
Serenity
Walter

Jason
Chris

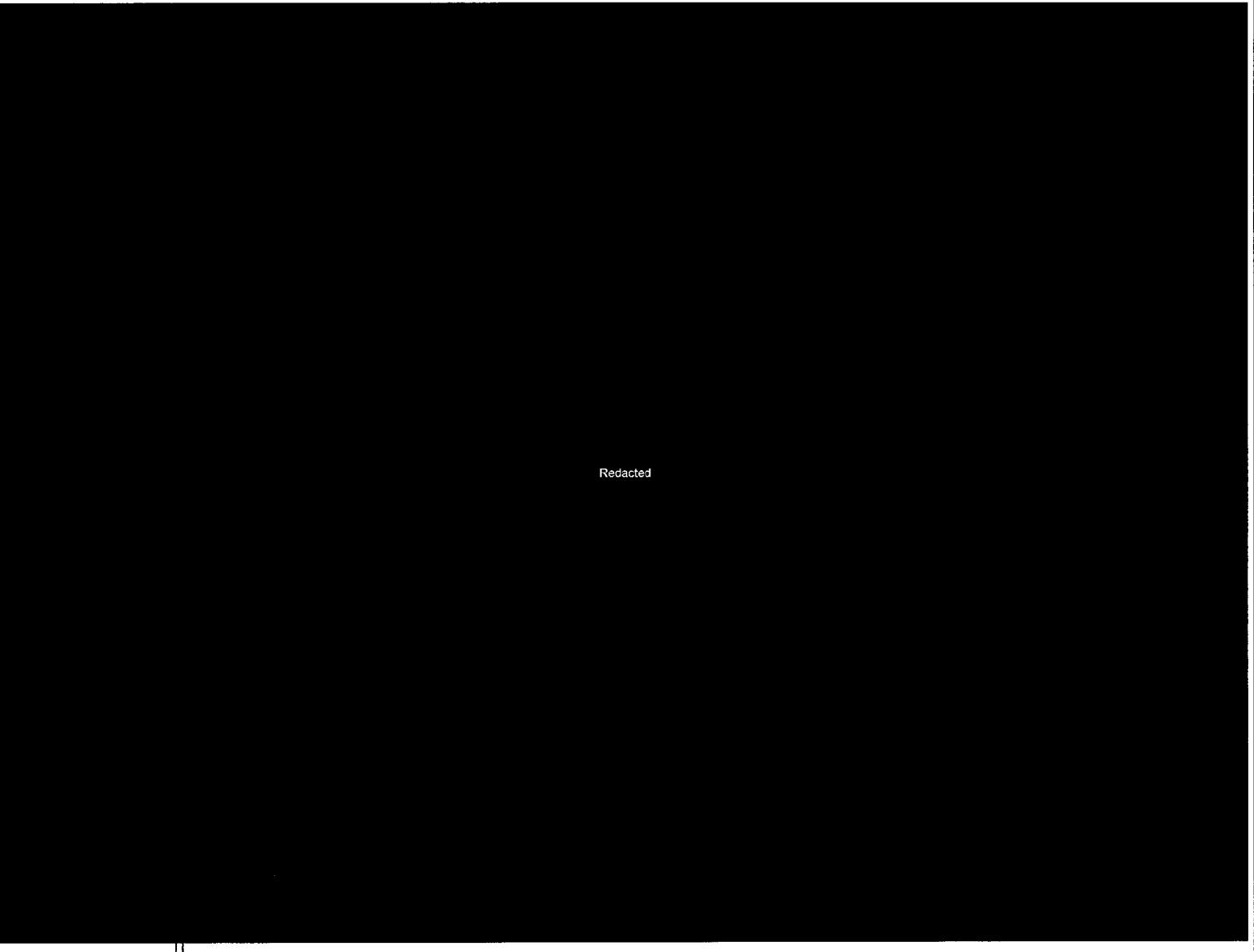
Tatley
David

Peter
Sandy

Michael

Redacted

Redacted



Shift for Security.

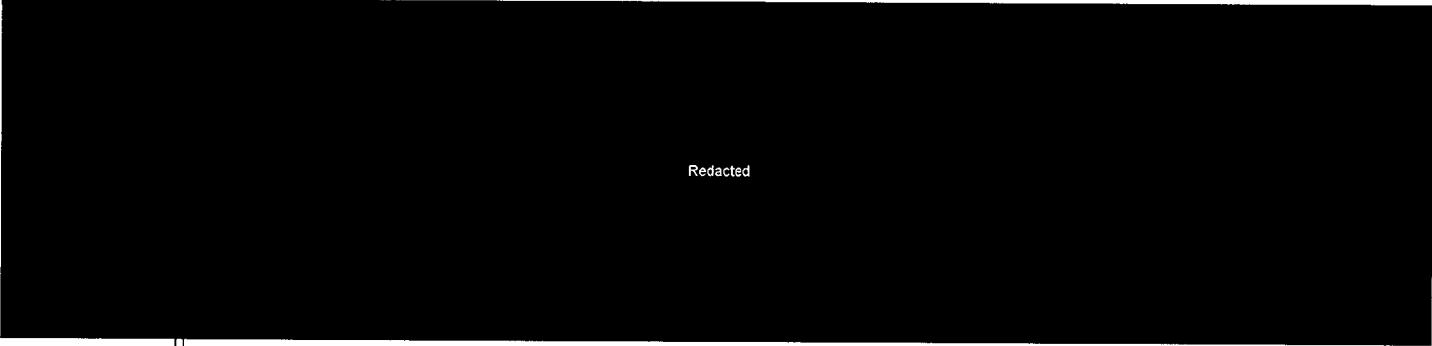


Redacted

Redacted



11649 .64 <
116



Redacted

Redacted

Security Flyer Conference Call:

charge bidders Ans/bs = weekly

- 6/10 * test receipt = how much hits it - grown afternoon
- " * VIVANNO / sampling / go deep = get shifts on bidders
- 6 * tomorrow: food coupons = did we go deep?
- 2pm 6 * get SMs shifts covered as non-coverage for tomorrow
- 5 * add additional publishers to peek
- open 5 * doors off printing case bidders using
 - 4 (in talking why not, if not = no fly problem)
 - * did my stores get calls this morning to schedule
 - : Dept. of Health point = is it a return?
- 10:04 * Ecosure = contacts = Top 10
 - 50% refrigerated RTD bottles before going in
 - * guind + brew
 - * customer recovery. Friday = test me completion
- Be able to speak to HHS
- " " story of story
- " " * Labor
- 11am Wednesday
- 11am Friday

Redacted

StaffWorks™
 The Intelligent Labor Scheduler

6TH & WAVERLY
 Week Ending 07/12/09

EMPLOYEE NAME	MONDAY 07/06/09		TUESDAY 07/07/09		WEDNESDAY 07/08/09		THURSDAY 07/09/09		FRIDAY 07/10/09		SATURDAY 07/11/09		SUNDAY 07/12/09		WEEK TOTALS
	SHIFT	HRS	SHIFT	HRS	SHIFT	HRS	SHIFT	HRS	SHIFT	HRS	SHIFT	HRS	SHIFT	HRS	
Marshall, Serenity	7:30A- 4:00P T 3:30				5:00A- 1:30P	8:00			7:30A- 4:00P	8:00	5:15A- 1:45P	8:00	6:00A- 2:30P	8:00	40.00

Page: 1 Printed: 06/23/09 8:07PM

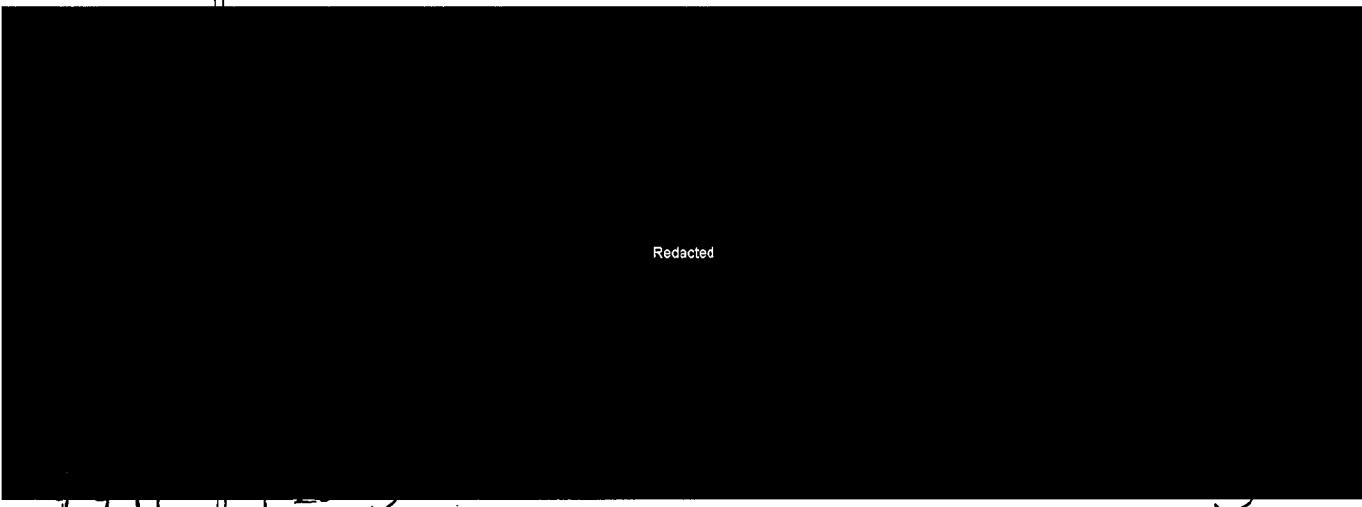
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Laboe v21/NC

Turnover

Outlays

Redacted



11649

{-2.28})

2
11

Redacted



Serenity
From: 12p-8³⁰ pm
Satnay: 11-7³⁰ pm

Redacted



Redacted

847 Serenity Marshall (LOA) covered by Kevin Nagle

Redacted

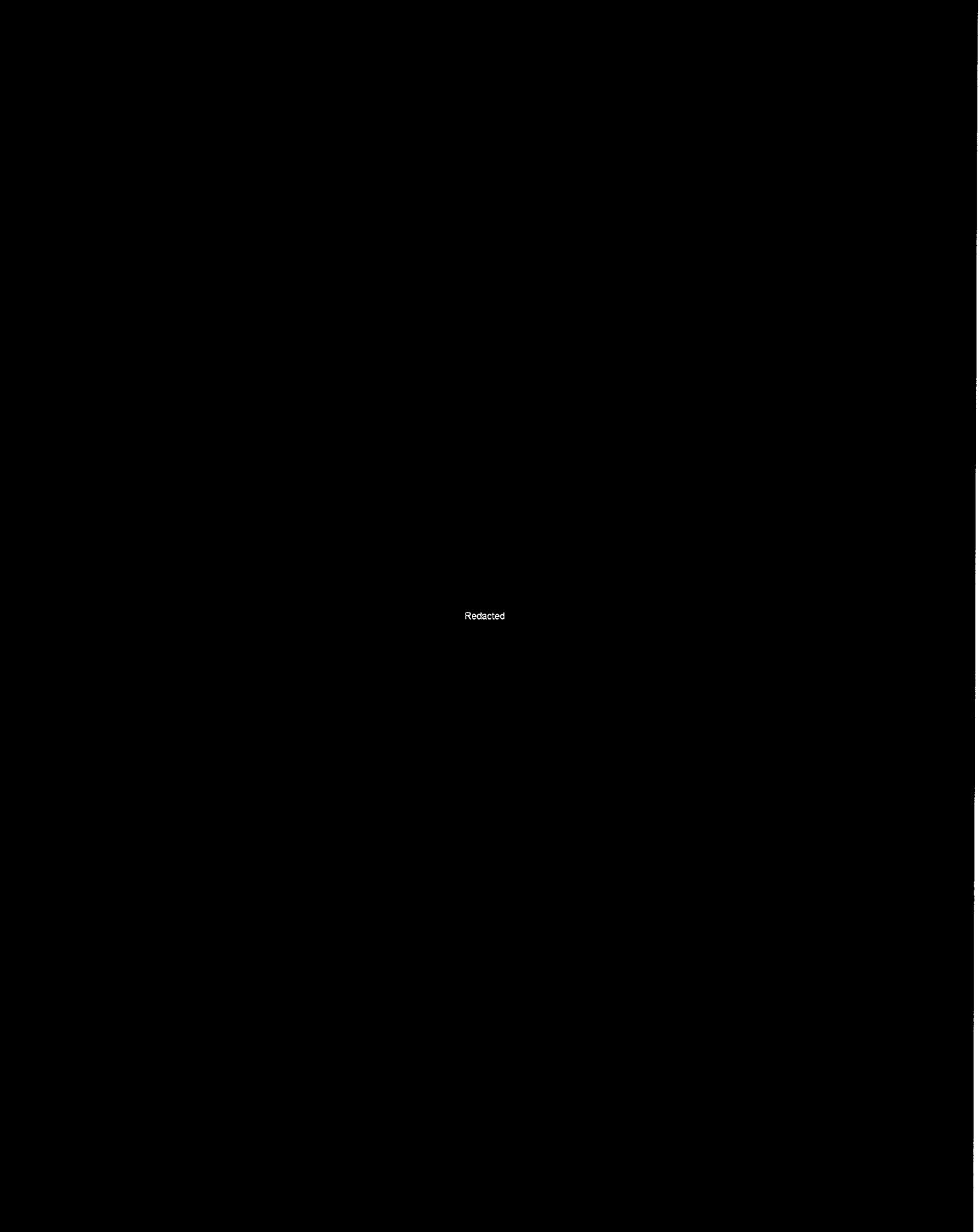
Redacted

* prep final written for
Serenity

Redacted

Redacted

Redacted



Redacted

Redacted

Redacted

Redacted

✓ Safety

Redacted

Tuesday

Redacted

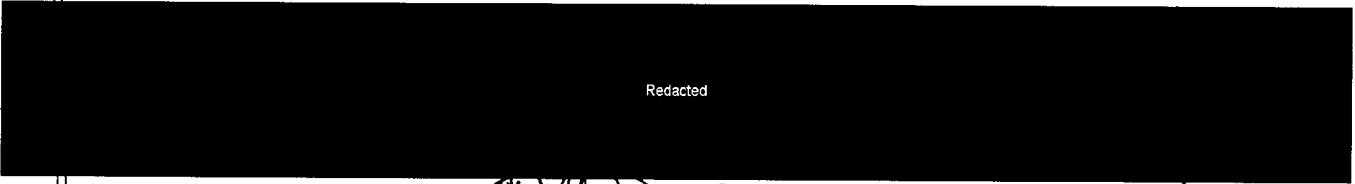
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- Security → memo = Nancy
Ch. 2000

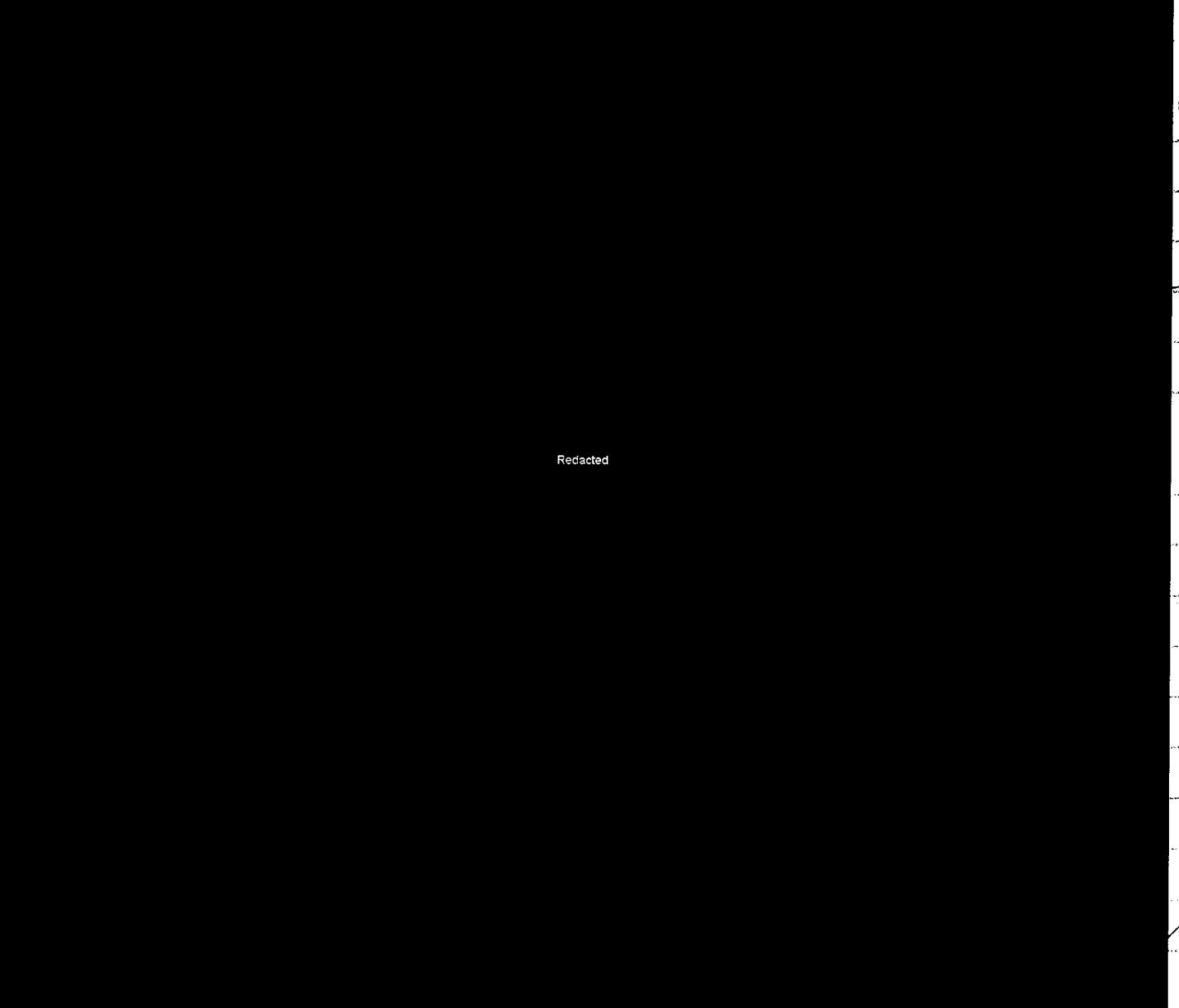
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Redacted

Redacted



- call Society / Smt (Walter) in prep & tomorrow + next week
- write memo for [redacted]



Redacted

Redacted

* 1 CPS process
* WENNEBERG = ASM for Security
* T-96 06/06/01 06/06/01

Redacted

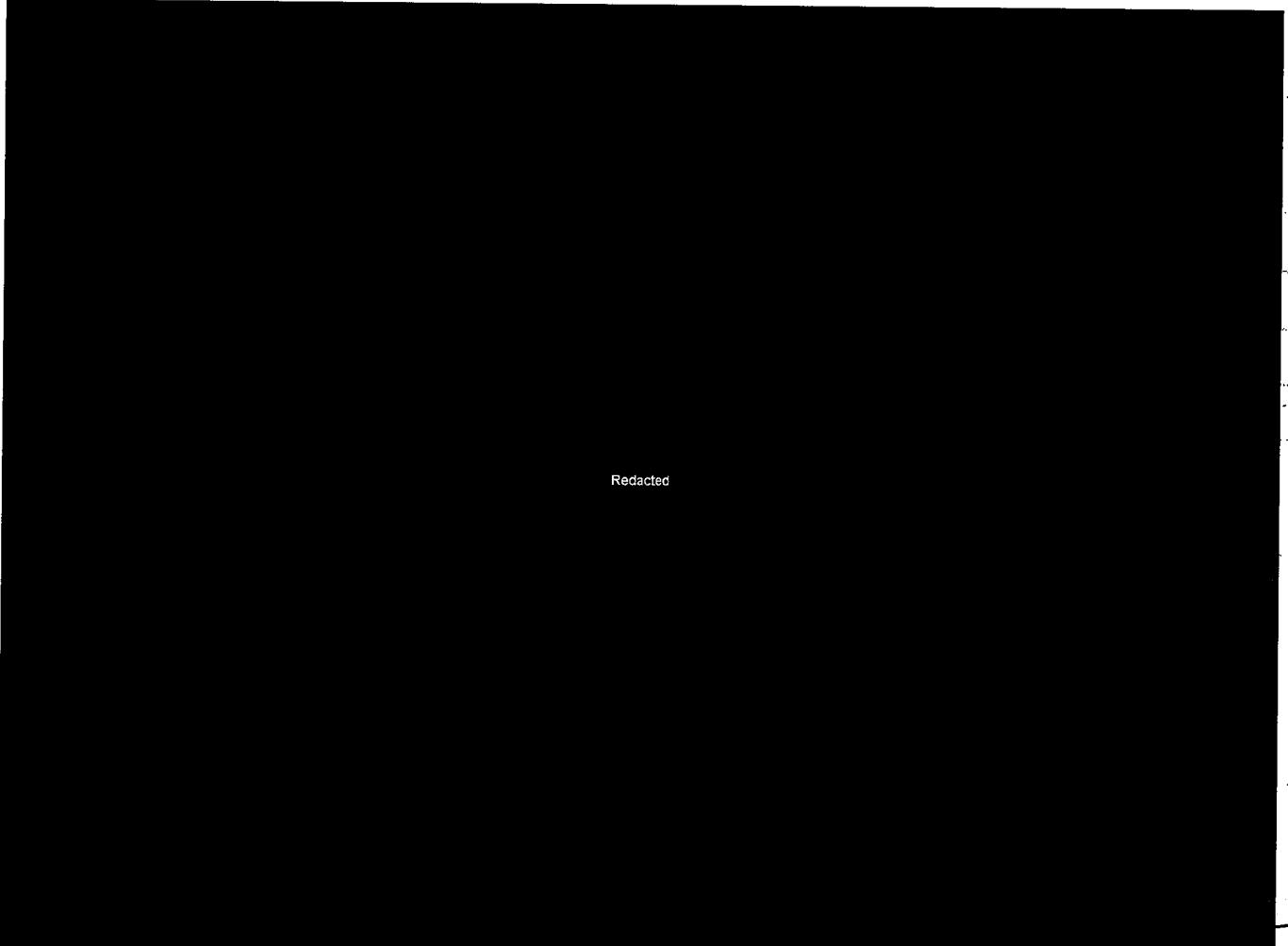
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* Security - Hems paperwork

Redacted

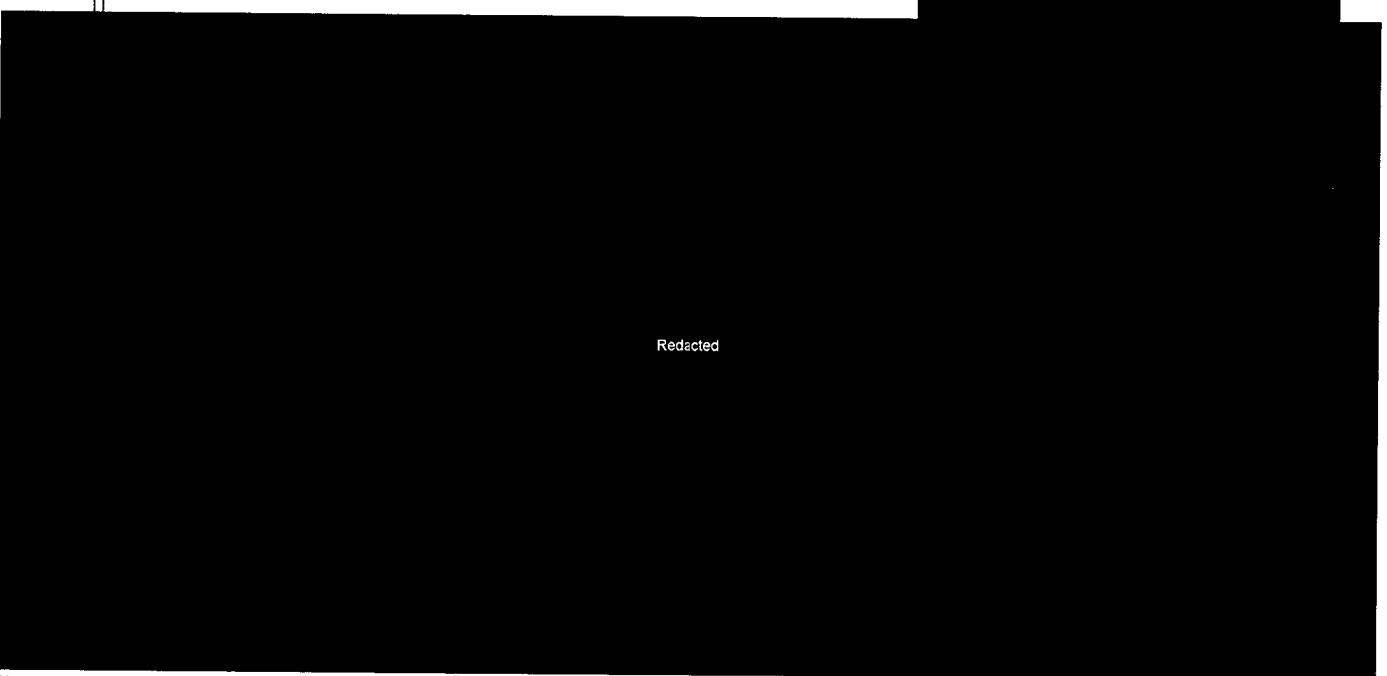
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~~DNA / Safety not at risk~~

Redacted

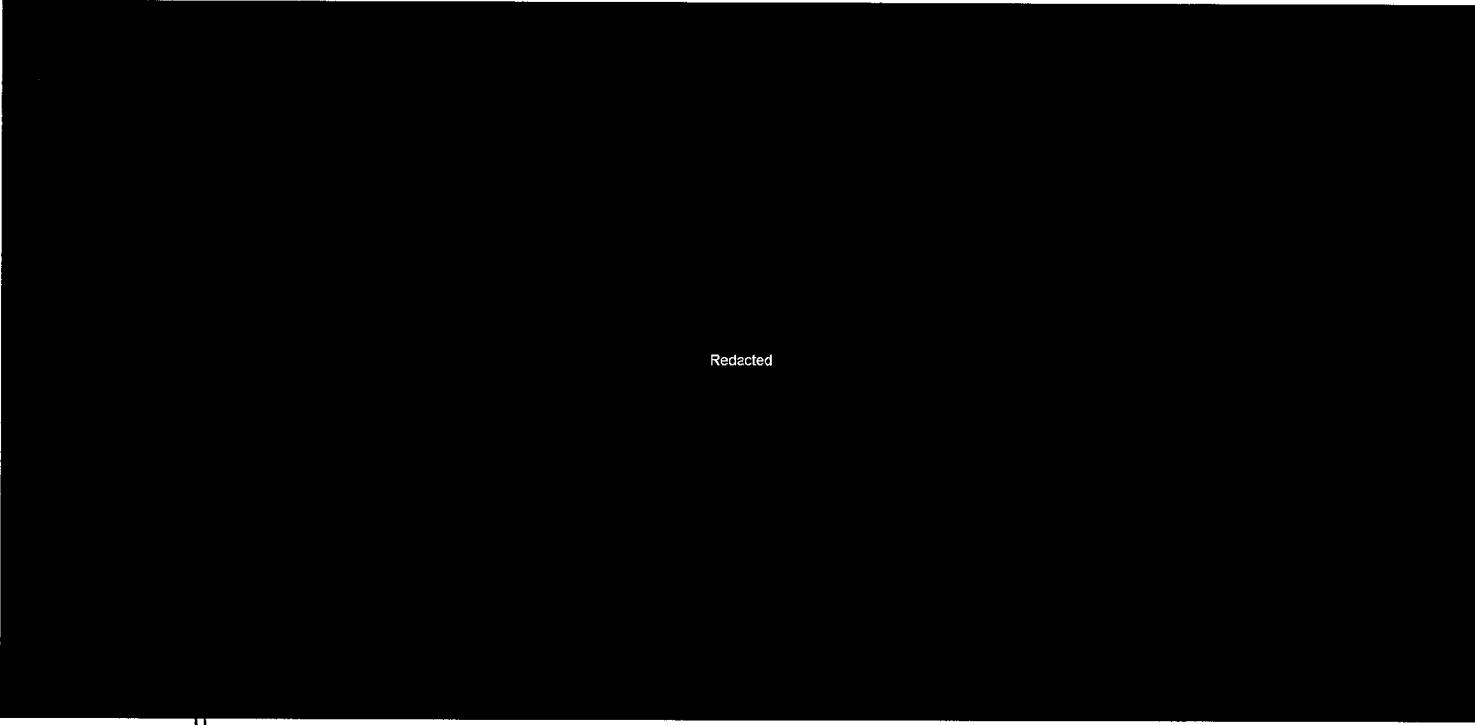


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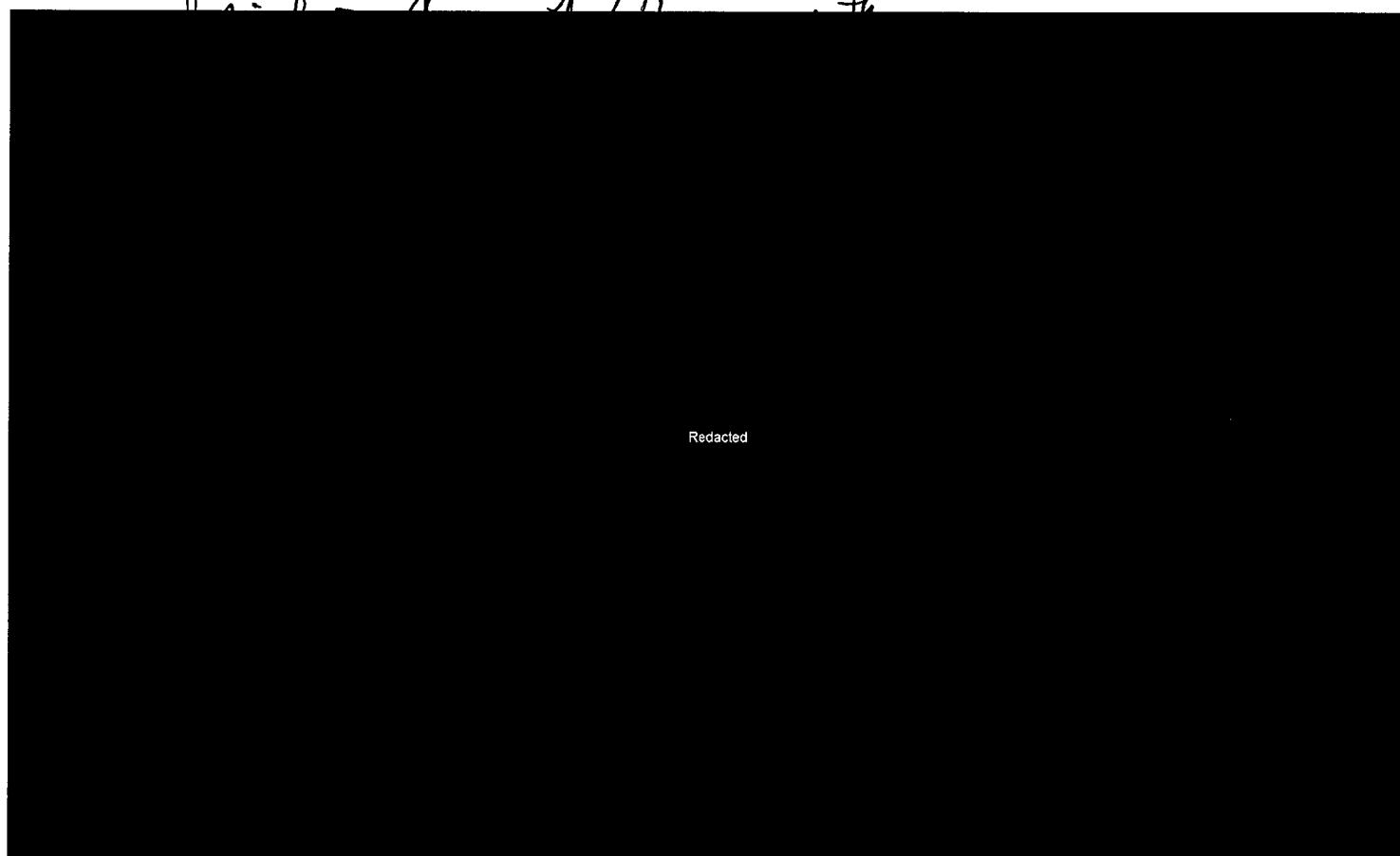
PPM

Redacted



Pablo → Seant

Redacted

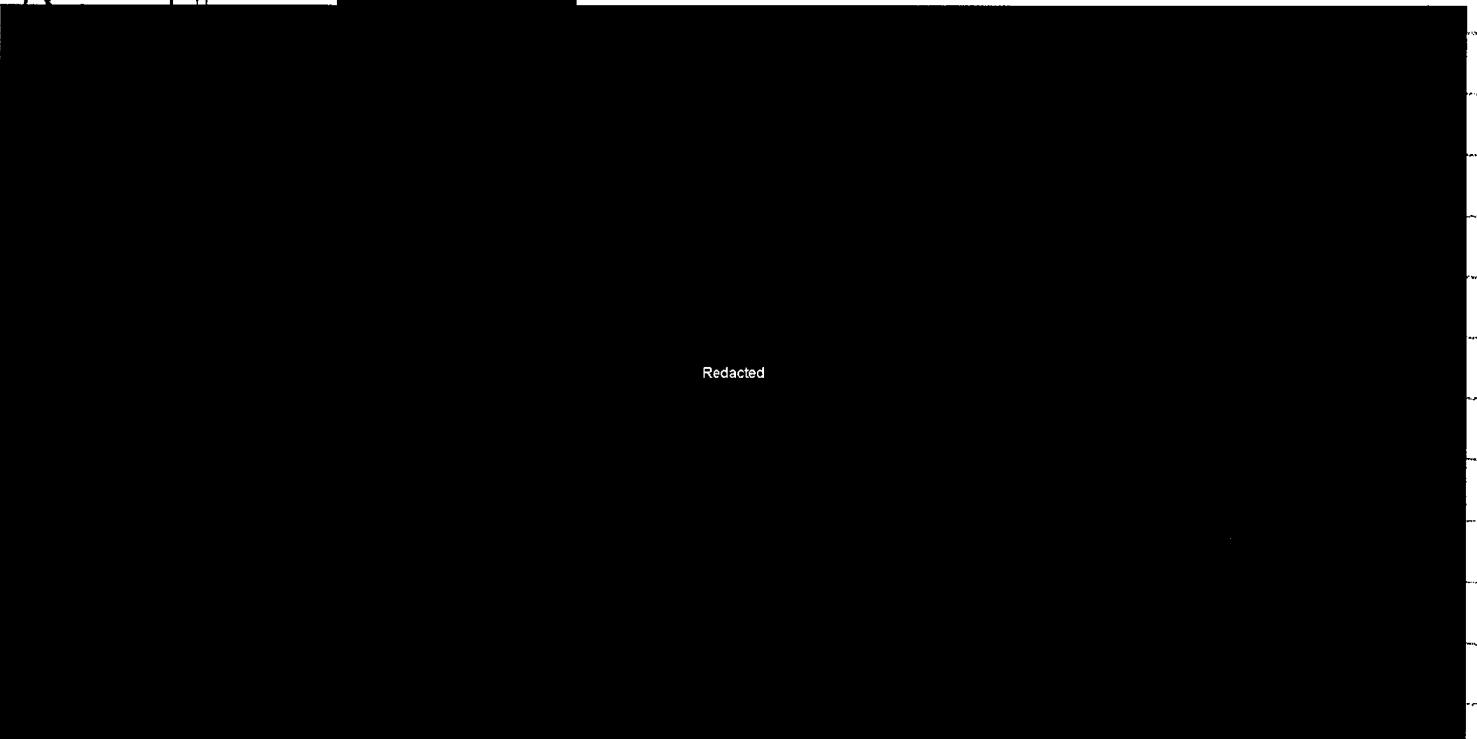


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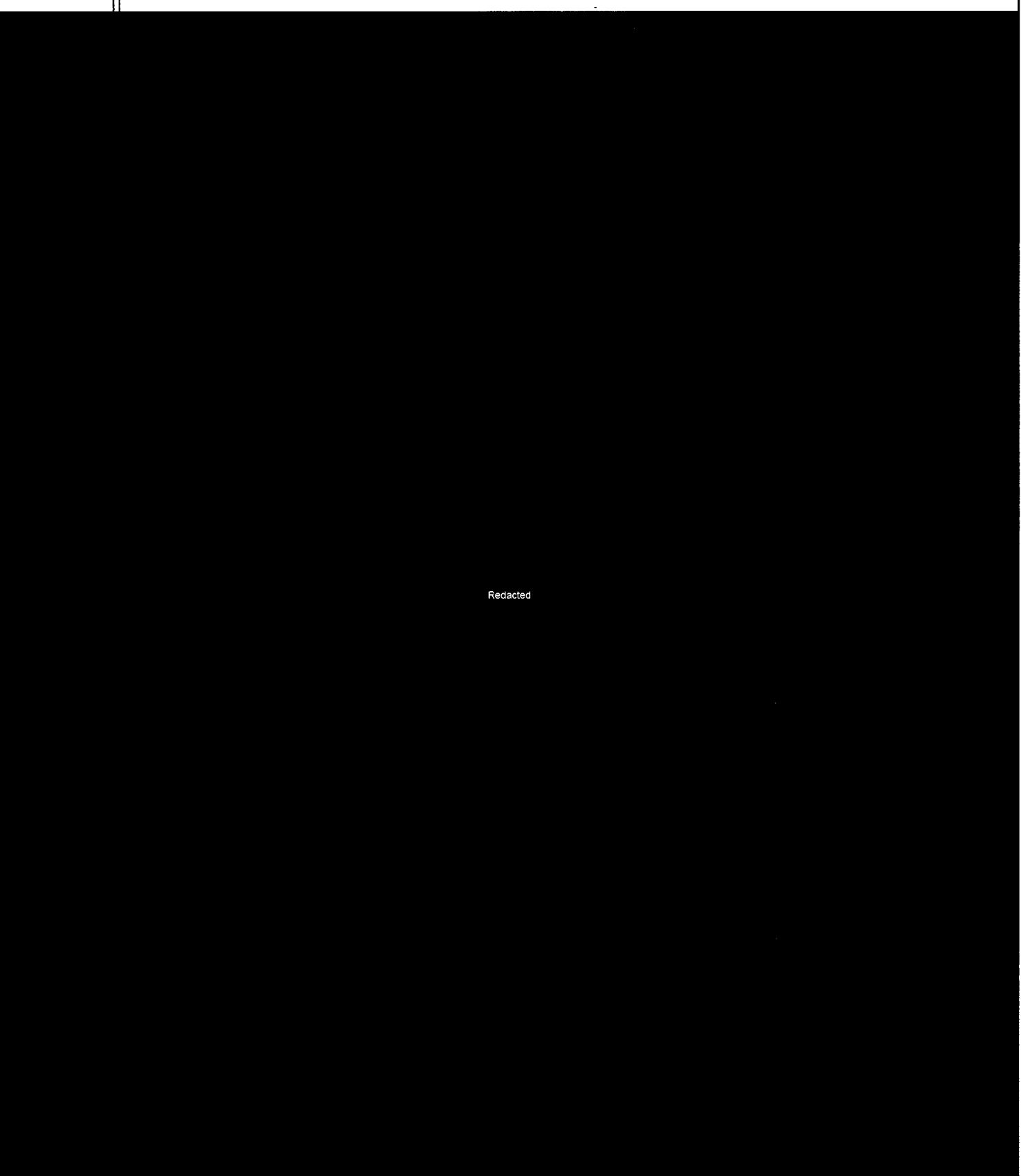
Security Trust

Redacted



Redacted

Redacted



Grind + Brew Go-Ser Starts	Schedule week outage	Schedule week	Turnover for week	Labor V2I
	6/29	7/6	6/15	

Redacted

11649 1 0 8

Redacted

Redacted

Redacted

✓ 1979 11/6/99 40 hrs 1st work sept
keyhole ✓ 847 Q

Redacted

8-479 AF | 11/6/99 40 hrs 1st work sept

Redacted

Gurtov - 33

Samidh Guha
Estela Diaz
AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, NY 10036
(212) 872-1000
(212) 872-1002
sguha@akingump.com
ediaz@akingump.com

*Attorneys for Starbucks Corporation and
Jennifer Gurtov*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SERENITY MARSHALL,

Plaintiff,

v.

STARBUCKS CORPORATION and
JENNIFER GURTOV, in her individual and
official capacities,

Defendants.

Civ. Action No. 11-CV-2521(RMB)(KNF)

**DEFENDANTS STARBUCKS
CORPORATION'S AND JENNIFER
GURTOV'S RESPONSES AND
OBJECTIONS TO PLAINTIFF
SERENITY MARSHALL'S FIRST
SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules of this Court, defendants Starbucks Corporation ("Starbucks") and Jennifer Gurtov (collectively, the "Defendants"), by and through their attorneys, Akin Gump Strauss Hauer & Feld LLP, hereby respond and object to Plaintiff Serenity Marshall's First Set of Interrogatories, dated June 10, 2011 (the "Interrogatories").

Defendants reserve the right to supplement, amend, or otherwise revise their responses and objections as may be deemed appropriate upon further review of information or documents.

GENERAL OBJECTIONS

In addition to the grounds for objection set forth in response to each particular interrogatory below, Defendants respond and object generally with respect to each and every interrogatory as follows:

1. Defendants object to the Interrogatories (including, without limitation, the definitions, instructions, time period of demands, and documents and things demanded) to the extent that they purport to impose obligations on Defendants not required by the Federal Rules of Civil Procedure, the Local Rules of this Court, or any other applicable statute, rule, case law, or order.
2. Defendants object to the Interrogatories to the extent that they are unduly burdensome, overbroad, oppressive, or seek information or things neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.
3. Defendants object to each and every Definition to the extent that it purports to define a term in a way that is inconsistent with its generally understood meaning.
4. Defendants object to the Interrogatories to the extent that they seek information protected from discovery by the attorney-client privilege, the work-product doctrine, the joint-defense privilege, the common interest privilege, and/or any other applicable privilege, doctrine, or immunity ("Privileged Material"). Defendants hereby claim such privileges and object to the provision of information subject thereto. Such information will not be produced. To the extent that any production of documents or information is made, any inadvertent production of any such documents or information in response to the Interrogatories would not be intended to constitute a waiver of any applicable privilege or protection. Defendants demand that Plaintiff and/or her

attorneys notify Defendants of the production of any such information immediately upon discovery of such documents or information.

5. Defendants object to the Interrogatories to the extent that they seek information that is not within Defendants' possession, custody, or control, or is publicly available.

6. Defendants object to the Interrogatories to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence in that the information sought would not be admissible pursuant to Federal Rule of Evidence 408.

7. Defendants object to the Interrogatories to the extent they seek confidential, proprietary, or otherwise sensitive information.

8. Defendants object to the Interrogatories to the extent that they require production of information in contravention of any confidentiality agreement or obligations that would unduly violate the privacy interests of others.

9. Defendants object to the Interrogatories to the extent that they are vague, ambiguous, capable of multiple interpretations, confusing, or incomprehensible and therefore require Defendants to engage in conjecture as to their meaning. Nonetheless, Defendants will make a good faith effort to interpret and respond to the Interrogatories subject to the limitations stated herein.

10. Defendants object to the Interrogatories to the extent that they are interposed for improper purposes, including, without limitation, undue annoyance, harassment, burden, delay, embarrassment, or to increase expense.

11. Defendants object to the Interrogatories to the extent that they exceed the number of interrogatories permitted pursuant to Federal Rule of Civil Procedure 33(a)(1).

12. Defendants object to the Interrogatories to the extent that the discovery sought by any Interrogatory is unreasonably cumulative or duplicative, or is obtainable from another source that is more convenient, less burdensome, or less expensive.

13. Defendants object to the Interrogatories to the extent that they seek information from an unknown or unspecified time frame.

14. Defendants object to the Interrogatories to the extent that they call for the identification of "all" persons with knowledge or information as overbroad and unduly burdensome. Defendants state that, where appropriate and subject to the general and specific objections, they will identify, based on their reasonable and good faith investigation to date, one or more individuals at Starbucks, its advisors, or its counsel with knowledge or information responsive to each Interrogatory.

15. Defendants object to the Interrogatories, including but not limited to the definitions contained therein, to the extent that they assume disputed facts or legal conclusions. Defendants hereby deny such disputed facts or legal conclusions to the extent assumed by any Interrogatory or stated definition. Any response or objection by Defendants with respect to any such Interrogatory is without prejudice to this objection and Defendants' rights to dispute facts and legal conclusions assumed in the Interrogatories.

16. No objection or limitation, or lack thereof, and no statement providing information herein shall be deemed an admission by Defendants as to the existence or nonexistence of documents or information.

17. Defendants' Responses and Objections to the Interrogatories and their production of any information shall not be construed as an admission of the relevance, materiality, or admissibility of any such information or of the subject matter of any such information, or as a

waiver or abridgment of any applicable privilege or of any applicable objection set forth above or below, or as an agreement that requests for similar information will be treated in a similar manner. The fact that Defendants respond or object to a particular Interrogatory shall not be interpreted as implying that Defendants acknowledge the propriety of that Interrogatory. Defendants' responses herein are based solely on the information that is available to Defendants on the date of this response. Defendants reserve the right, without limitation, (i) to supplement, amend, or correct all or any part of their responses or objections; and (ii) to object, on any ground, to the competency, materiality, privilege, and admissibility of any part of the information ultimately produced in response to the Interrogatories.

RESPONSES AND SPECIFIC OBJECTIONS

Subject to and without waiving the foregoing general objections, which are incorporated herein by reference as if fully set forth in each response, Defendants object and respond to the Interrogatories as follows:

INTERROGATORY NO. 1:

Identify each and every person who has knowledge concerning the allegations of the Complaint in this action.

RESPONSE TO INTERROGATORY NO. 1:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information equally available to Plaintiff.

Subject to and without waiving the foregoing objection, Defendants identify the following individuals that have non-privileged information regarding the allegations in the Complaint in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov, Starbucks district manager;
Tina Pizarro, Starbucks partner resources associate;
Nancy Murgalo, Starbucks partner resources manager;
Mark Ormsbee, Starbucks district manager;
Adler Ludvigsen, Starbucks district manager;
Victor Heutz, Starbucks regional director; and
Kami Norris, Starbucks ethics and compliance specialist

INTERROGATORY NO. 2:

Identify each and every person involved in the decision (a) to terminate Plaintiff's employment, and (b) that the day on which Plaintiff would be terminated was on March 1, 2011, her first day back to work from disability, medical and/or FMLA leave,

RESPONSE TO INTERROGATORY NO. 2:

Defendants object to this interrogatory as vague and ambiguous as to the phrase "involved in the decision to terminate Plaintiff's employment." Defendants further object to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov; and

Tina Pizarro.

INTERROGATORY NO. 3:

Identify each and every person that approved, ratified, agreed and/or acquiesced to the decision to terminate Plaintiff's employment.

RESPONSE TO INTERROGATORY NO. 3:

Defendants object to this interrogatory as vague and ambiguous as to the phrase "approved, ratified, agreed and/or acquiesced to the decision to terminate Plaintiff's employment." Defendant further objects to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendants further object to this interrogatory because the phrase "approved, ratified, agreed and/or acquiesced to the decision to terminate" calls for a legal conclusion.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals who were involved in the decision to terminate Plaintiff's employment, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov; and

Tina Pizarro.

INTERROGATORY NO. 4:

Identify each and every person with knowledge of Plaintiff's medical conditions and potential need for a disability, medical and/or FMLA leave prior to November 1, 2010.

RESPONSE TO INTERROGATORY NO. 4:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objections, at this time, Defendants are not aware of any individuals in management positions who had knowledge of Plaintiff's medical

condition or potential need for disability, medical, and/or FMLA leave prior to November 1, 2010.

INTERROGATORY NO. 5:

Identify each and every person with knowledge of Plaintiff's medical conditions and potential need for a disability, medical and/or FMLA leave prior to December 1, 2010.

RESPONSE TO INTERROGATORY NO. 5:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in management positions in response to this interrogatory, who may be contacted through counsel for Defendants:

Jennifer Gurtov

INTERROGATORY NO. 6:

Identify each and every person with knowledge of Plaintiff's medical conditions and potential need for a disability, medical and/or FMLA leave prior to Defendant Gurtov's Store Plan of Action Visit on or about December 23, 2010.

RESPONSE TO INTERROGATORY NO. 6:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of

admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in management positions in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Nancy Murgalo;

Victor Heutz;

Mark Ormsbee;

Adler Ludvigsen;

Paul Grzegorczyk, Starbucks district manager;

Tracey Bryant, Starbucks district manager;

Melissa Tsui, Starbucks district manager;

Mike Quintero, Starbucks district manager;

Simone Harper, Starbucks district manager;

Victoria Sanchez, Starbucks district manager; and

Jennifer Miles, Starbucks district manager.

INTERROGATORY NO. 7:

Identify each and every person that Plaintiff notified of her medical conditions and potential need for a disability, medical and/or FMLA leave.

RESPONSE TO INTERROGATORY NO. 7:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks

information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks information equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Adler Ludyigsen; and

Individuals at Starbucks Leave Administration or Starbucks Benefit Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 8:

Identify each and every person who has knowledge concerning Plaintiff's request for FMLA leave on or around December 30, 2010.

RESPONSE TO INTERROGATORY NO. 8:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to the interrogatory to the extent it assumes that Plaintiff's request for FMLA leave was made on or around December 30, 2010.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Adler Ludvigsen; and

Individuals at Starbucks Leave Administration or Starbucks Benefits Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 9:

Identify each and every person who has knowledge concerning the decision to grant Plaintiff's request for FMLA leave made on or around January 5, 2011.

RESPONSE TO INTERROGATORY NO. 9:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Individuals at Starbucks Leave Administration or Starbucks Benefits Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 10:

Identify each any [sic] every person who has knowledge concerning Plaintiff's job performance (a) at Starbucks and (b) at the 34 [sic] Hudson Store branch.

RESPONSE TO INTERROGATORY NO. 10:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following district manager who supervised Plaintiff while she was a store manager at the 345 Hudson Store location in response to this interrogatory, who may be contacted through counsel for Defendants:

Jennifer Gurtov

INTERROGATORY NO. 11:

Identify each and every person who has knowledge concerning the decision to hire a new store manager for the 345 Hudson Store while Plaintiff was on disability, medical and/or FMLA leave.

RESPONSE TO INTERROGATORY NO. 11:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that the phrase "the decision to hire a new store manager" assumes disputed facts. Defendants further object to this interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals who have knowledge regarding the decision to place a new store manager at the 345 Hudson Store while Plaintiff was on leave in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Tina Pizarro;

Nancy Murgalo; and

Victor Heutz.

INTERROGATORY NO. 12:

Identify the employee(s) that replaced Plaintiff at the 345 Hudson Store.

RESPONSE TO INTERROGATORY NO. 12:

Defendants object to this interrogatory on the grounds that it is vague and ambiguous with respect to the term "replaced." Defendants further object to this interrogatory to the extent it calls for a legal conclusion.

Subject to and without waiving the foregoing objections, Defendants identify the following individual in response to this interrogatory, who may be contacted through counsel for Defendants:

Courtney Howarth, Starbucks store manager.

INTERROGATORY NO. 13:

Identify the employee(s) that have performed Plaintiff's job responsibilities as store manager since (a) the commencement of her disability, medical and/or FMLA leave, and (b) the termination of her employment.

RESPONSE TO INTERROGATORY NO. 13:

Defendants identify the following individuals, all of whom may be contacted through counsel for Defendants:

Chris Martinez, Starbucks store manager; and

Courtney Howarth.

INTERROGATORY NO. 14:

Identify each and every employee that Defendant Gurtov has been involved in disciplining, in any manner, including but not limited to verbal reprimands, written notices and/or termination, for violations of company policy regarding bank deposits, recording information in the daily records book and/or the falsification of records.

RESPONSE TO INTERROGATORY NO. 14:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers other than Plaintiff whom Ms. Gurtov disciplined while she was a district manager for violations of company policy regarding bank deposits or falsification of records, all of whom may be contacted through counsel for Defendants:

• Carlos Montero, former Starbucks store manager, 1458 121 Street, College Point, New York 11356; and

Charis Liu, former Starbucks store manager, 25 River Drive South, Apt. 1209, Jersey City, New Jersey 07310.

INTERROGATORY NO. 15:

Identify each and every employee of Starbucks who has engaged in the same or similar conduct that resulted in Plaintiff's termination.

RESPONSE TO INTERROGATORY NO. 15:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that it is vague, ambiguous and overbroad with respect to the term "same or similar conduct." Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov disciplined while she was a district manager for violations of company policy regarding bank deposits or falsification of records, all of whom may be contacted through counsel for Defendants:

Carlos Montero; and

Charis Liu.

INTERROGATORY NO. 16:

Identify each and every employee of Starbucks supervised by Defendant Gurtov who has engaged in the same or similar conduct that resulted in Plaintiff's termination.

RESPONSE TO INTERROGATORY NO. 16:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that it is vague, ambiguous and overbroad with respect to the term "same or similar conduct." Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers other than Plaintiff who Ms. Gurtov was aware were violating company policies regarding bank deposits or falsifying records, all of whom may be contacted through counsel for Defendants:

Carlos Montero; and

Charis Liu.

INTERROGATORY NO. 17:

Identify each and every employee that Defendant Gurtov has been involved in terminating at Starbucks.

RESPONSE TO INTERROGATORY NO. 17:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov has been involved in terminating while she was a district manager for falsifying company records or violating Starbucks' cash handling policies:

Carlos Montero; and

Serenity Marshall.

INTERROGATORY NO. 18:

Identify each and every Starbucks store manager that has been supervised by Defendant Gurtov.

RESPONSE TO INTERROGATORY NO. 18:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov supervised as a district manager at the time of Plaintiff's separation:

Christopher Martinez;

Charis Liu;

Zakia Slade, Starbucks store manager;

Kenneth Ringstaff, Starbucks store manager;

David Smith, Starbucks store manager;

Brandon Giles, Starbucks store manager;

Kevin Nagle, Starbucks store manager;

Michael Weldon, Starbucks store manager;

Samba Mboup, Starbucks store manager; and

Katherine Green, Starbucks store manager.

INTERROGATORY NO. 19:

Identify each and every employee that was supervised by Defendant Gurtov and took a disability, medical, and/or FMLA leave of absence.

RESPONSE TO INTERROGATORY NO. 19:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks

information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers who were supervised by Ms. Gurtov while she was a district manager and who took a disability, medical and/or FMLA leave of absence:

Serenity Marshall;

Rebekah Kondrat, former Starbucks store manager, 1001 Lincoln Place, Apt. 2B, Brooklyn, NY 11213; and

Jailyss Moreno, former Starbucks store manager, 60 Parkway Drive E., Unit 2K, East Orange, NJ 07017.

INTERROGATORY NO. 20:

Identify each and every person who raised any complaint, formal or informal, whether written or verbal, regarding Defendant Gurtov.

RESPONSE TO INTERROGATORY NO. 20:

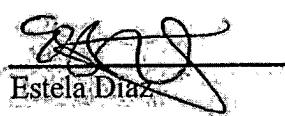
Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants respond that there are no individuals who complained about Ms. Gurto related to a disability, medical or FMLA leave of absence.

Dated: New York, New York
July 21, 2011

AKIN GUMP STRAUSS HAUER & FELD LLP

By:



~~Estela Diaz~~

Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that, on July 21, 2011, I caused to be served via overnight mail a true and correct copy of Defendants Starbucks Corporation's and Jennifer Gurto's Responses and Objections to Plaintiff Serenity Marshall's First Set of Interrogatories on Plaintiff's counsel:

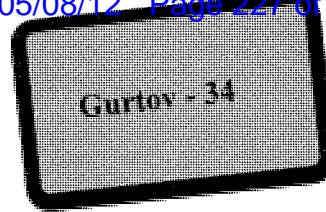
Kenneth P. Thompson, Esq.
David Evan Gottlieb, Esq.
Thompson Wigdor LLP
85 Fifth Avenue
New York, NY 10003
Email: kthompson@thompsonwigdor.com
Email: dgottlieb@thompsonwigdor.com

Dated: July 21, 2011
New York, New York



Estela Diaz

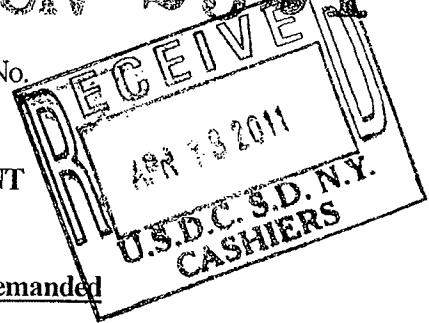
JUDGE BERMAN



11 CV 2521

Civil Action No.

COMPLAINT

Jury Trial Demanded

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
SERENITY MARSHALL,

Plaintiff,

v.

STARBUCKS CORPORATION and JENNIFER GURTOV, in her individual and official capacities,

Defendants.

-----x

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Serenity Marshall (“Plaintiff” or “Ms. Marshall”), by and through her undersigned counsel, as and for her Complaint in this action against Starbucks Corporation (“Starbucks” or the “Company”) and Jennifer Gurtov (“Defendant Gurtov”) (collectively, “Defendants”), hereby alleges as follows:

NATURE OF THE CLAIMS

1. Plaintiff commences this action to seek redress for the unlawful discrimination committed against her by Defendants. Plaintiff is a former employee of Starbucks, whose work ethic, dedication, and management skills led to her quick rise from Barista to Store Manager within two short years.

2. Plaintiff worked tirelessly as a Store Manager for the Company for seven years, repeatedly earning promotions to busier Starbucks locations. Starting in 2009, Ms. Marshall worked at the Starbucks located at 345 Hudson Street, New York, New York, under the supervision of District Manager Defendant Gurtov, when she was diagnosed with uterine

fibroids -- that is, tumors in her uterus. Immediately, Defendant Gurtov's attitude toward her changed in a negative way.

3. Despite nine years of exceptional service, Starbucks turned its back on Ms. Marshall in her greatest time of need. Though Starbucks purportedly allowed Ms. Marshall to take a medical leave of absence, Starbucks unlawfully refused to allow her to return from that leave despite her protected right to reinstatement. On the date she was expected to return to work, Starbucks callously terminated her, summarily and without notice upon the recommendation of Defendant Gurtov.

4. In doing so, Starbucks flagrantly interfered with Plaintiff's rights under the Family Medical Leave Act, retaliated against her for exercising rights under the FMLA, unlawfully discriminated and retaliated against her on the basis of a disability under both the New York State Human Rights Law and the New York City Human Rights Law.

5. Plaintiff seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' unlawful employment practices in violation of the Family and Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.* ("FMLA"), the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* ("NYSHRL"), and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 *et seq.* ("NYCHRL").

6. Defendants' unlawful, discriminatory, and retaliatory conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiff's protected rights, which has caused and continues to cause Plaintiff to suffer substantial economic and non-economic damages and severe mental anguish and emotional distress.

JURISDICTION AND VENUE

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1333 as this action involves federal questions regarding the deprivation of Plaintiff's rights under the FMLA. The Court has supplemental jurisdiction over Plaintiff's related claims arising under State and local law pursuant to 28 U.S.C. § 1337(a).

8. Venue is proper in this district pursuant to 28 U.S.C. § 1331(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

ADMINISTRATIVE REQUIREMENTS

9. Prior to the filing of this Complaint, a copy of this Complaint was served on both the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of § 8-502 of the New York City Administrative Code.

10. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

11. Plaintiff Serenity Marshall is a former employee of Starbucks who resides in the Bronx, New York. Plaintiff was employed by Starbucks from 2002 until March 1, 2011, when Defendants unlawfully terminated her employment. At all times relevant herein, Plaintiff was an "eligible employee" and/or an "employee" under all relevant statutes.

12. Defendant Jennifer Gurtov is a District Manager for Starbucks who, upon information and belief, resides in the State of New York. Defendant Gurtov manages 12 Starbucks locations within her district, including the 345 Hudson Street location where Plaintiff worked as a Manager at the time of her unlawful termination. At all relevant times herein,

Defendant Gurtof directly participated in the discriminatory, retaliatory and otherwise unlawful employment decisions and actions taken against Plaintiff, and was a “covered employer” and/or “employer” under all relevant statutes.

13. Starbucks Corporation is a foreign business corporation organized and existing under the laws of the State of Washington with a principal place of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks owns and operates a global chain of coffee shops comprising approximately 17,000 stores in 50 countries. At all times relevant herein, Starbucks was and is a “covered employer” and/or “employer” under all relevant statutes.

FACTUAL ALLEGATIONS

Plaintiff's Employment at Starbucks

14. Ms. Marshall commenced employment at Starbucks in or around May 2002 as a Barista, earning approximately \$7.75 per hour. In or around August of that year, as a result of her hard work and dedication, she earned a promotion to Shift Supervisor at a salary of approximately \$9.25 per hour.

15. In or around May 2003, only one year after she was hired, Ms. Marshall was promoted to Assistant Manager with a yearly salary of \$31,500.

16. In or around mid 2004, Ms. Marshall was again promoted, this time to Store Manager of the Starbucks branch located at 21 East 8th Street, New York, New York, and her salary was increased to \$41,500.

17. Throughout the following six years, until the time of her unlawful termination, Ms. Marshall received multiple raises and promotions as she was transferred to busier branches where her experience and hard work were maximized by the Company.

18. In or around October 2009, Ms. Marshall was transferred to the Starbucks branch located at 345 Hudson Street, New York, New York (the “345 Hudson Store”), which was her last place of employment with Starbucks, where her salary was approximately \$50,000 per year.

Plaintiff’s Serious Medical Condition and/or Disability

19. On or about August 10, 2010, Ms. Marshall was admitted to the hospital fearing that she was suffering from a relapse of tuberculosis, which she had been treated for earlier in her life. Fortunately, the diagnosis ruled out tuberculosis; however, the examination revealed that Ms. Marshall might have developed uterine fibroids.

20. She was advised that the tumors were likely benign, but they potentially could cause side effects such as anemia. Nonetheless, Plaintiff did not take any extended time off work and continued to perform at the same high level that she had throughout her tenure at the Company.

21. In or around November 2010, Ms. Marshall informed Defendant Gurtov of her condition, but explained that at that time she did not fully understand the nature and extent of the condition. Ms. Marshall advised Defendant Gurtov that she would need to schedule additional doctors’ appointments in the coming weeks and months to determine the proper manner of treatment.

22. Defendant Gurtov expressed frustration over Ms. Marshall’s need to miss work for doctors’ appointments. Specifically, she expressed her annoyance with Ms. Marshall when a doctor’s appointment forced Ms. Marshall to miss a weekly “Huddle;” that is, a meeting led by Defendant Gurtov with the managers of all of the branches in her district.

23. Ms. Marshall informed Defendant Gurtov that she had already arranged for another Store Manager to attend the meeting and take notes in her place. In response, Defendant

Gurtov admonished Plaintiff that, "doctor's appointments are not a legitimate excuse for not knowing what is discussed at the meeting."

24. Ms. Marshall's medical condition constitutes an impairment of a system of the body resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function; Ms. Marshall had a record of such impairment; and/or Ms. Marshall was regarded as having such impairment.

25. Her medical condition also constitutes an impairment of a system of the body resulting from anatomical, physiological, genetic or neurological conditions which are demonstrable by medically accepted clinical or laboratory diagnostic techniques; Ms. Marshall had a record of such impairment; and/or Ms. Marshall was regarded as having such impairment.

Starbucks' Discrimination and Retaliation Against Plaintiff

26. In or around early December 2010, Ms. Marshall informed Defendant Gurtov that she would in all probability need a myomectomy -- surgery to remove the uterine fibroids.

27. After learning that Plaintiff's serious medical condition would require surgery, Defendant Gurtov's attitude toward Ms. Marshall became hostile, repeatedly questioning Ms. Marshall about the date of her surgery, the anticipated length of recovery and the amount of time she would need off from work.

28. Ms. Marshall informed Defendant Gurtov that she could not answer those questions until she met with a specialist, but hoped it would only be a three week recovery. Defendant Gurtov rolled her eyes and expressed doubt that Ms. Marshall would be able to return to work so quickly, demonstrating a lack of concern for Plaintiff's medical condition and hostility toward providing her with the necessary accommodation. Rather, Defendant Gurtov

viewed Ms. Marshall's serious medical condition and/or disability as a burden to her and the Company.

29. On or about December 23, 2010, Defendant Gurto arrived at the 345 Hudson Store, purportedly to conduct a periodic inspection (these were commonly referred to as Store Plan of Action Visits). Defendant Gurto conducted a periodic inspection of all stores within her district and had conducted dozens of such inspections of Ms. Marshall's branches in the past.

30. Almost immediately, Defendant Gurto interrogated Ms. Marshall, not about the business of the 345 Hudson Store as was her approach prior to knowing her medical condition, but rather about Ms. Marshall's expected surgery and anticipated medical leave. Defendant Gurto made Ms. Marshall feel guilty about her likely need for medical leave and pressured her not to take any time off.

31. These comments constituted a blatant attempt by Defendant Gurto to bully Plaintiff into not taking a medical leave that she clearly needed, stating for example:

“The store cannot operate without you.”

“I’m worried about the store if you can’t be here.”

“Your shift leaders cannot run this store without you.”

“Do you really think your shift leaders can get by without you?”

“What’s going to happen if you can’t be here for a few weeks?”

“I would like to hold the store for you, but with how long you are going to be out, I don’t know if I can.”

32. Following this conversation, Defendant Gurto conducted her supposed “inspection” of the 345 Hudson Store. However, it quickly became clear that this purported

inspection was aimed only at finding a pretextual basis for Ms. Marshall's eventual termination. Defendant Gurtov simply wanted to rid herself of an employee with a serious health condition and/or disability.

33. Defendant Gurtov immediately reviewed the 345 Hudson Store's Daily Records Book (the "Book"), which she had also reviewed during each of her many previous inspections of Ms. Marshall's stores. Though Store Managers are generally required to make daily bank deposits, many Store Managers occasionally hold bank deposits to the following day if necessary due to staffing issues, the amount of customer traffic in the store, or otherwise for important operational reasons.

34. Defendant Gurtov was aware that Ms. Marshall occasionally held bank deposits to the following day, as she had reviewed the Book many times before, but had never taken issue with this practice. Moreover, Defendant Gurtov was aware that other Store Managers within her district, and elsewhere within Starbucks, engaged in the same practice.

35. On this occasion, however, Defendant Gurtov immediately feigned outrage at Ms. Marshall's deposit practices, even though Ms. Marshall had been employing these practices for years with Defendant Gurtov's knowledge and there was no basis from which to conclude at this point that those practices had any negative impact on Starbucks whatsoever. Ms. Marshall did not deny her occasional holding of deposits to the following day and explained to Defendant Gurtov why it was sometimes necessary based on the operational demands of the Store.

36. Defendant Gurtov belligerently and falsely accused Ms. Marshall of "stealing money" from the Company, a preposterous charge that Ms. Marshall vehemently denied and which Defendant Gurtov eventually conceded was untrue. The confrontation left Ms. Marshall

shaken and upset, particularly as Defendant Gurtov had moments before berated Ms. Marshall with how unhappy she was that Ms. Marshall would likely need a medical leave of absence.

37. Later that evening, Ms. Marshall attended a Starbucks holiday party. At the party, she discussed her bank deposit practices with a group of her fellow Store Managers under Defendant Gurtov's supervision, all of whom, informed her that they too, on occasion, "floated" bank deposits to the following day when necessary. They uniformly agreed that Defendant Gurtov had never seriously disciplined them for this practice, other than to ask them to limit it as much as possible.

38. For the next week, Ms. Marshall continued to work at Starbucks, without receiving any discipline or contact from Defendant Gurtov.

Plaintiff's Unlawful Termination

39. On or about December 30, 2010, Ms. Marshall definitively learned that she would require surgery. She promptly informed Human Resources that she would require FMLA leave and filed the necessary paperwork. Starbucks approved her FMLA leave, which commenced on January 5, 2011.

40. Shortly after the commencement of her leave, Defendant Gurtov hired a new Store Manager from outside of the Company to replace Ms. Marshall at the 345 Hudson Store, rather than transferring someone internally on a temporary basis.

41. On or about February 21, 2011, Ms. Marshall contacted Defendant Gurtov regarding her expected return to work on March 1, 2011. Defendant Gurtov asked her if she was really going to return to full-time work, or if she was going to need more accommodations. Ms. Marshall responded that she felt healthy and was ready to return to full-time employment.

42. Defendant Gurtov expressed doubt about whether Ms. Marshall would ever return to full-time employment and asked Ms. Marshall to meet at her office on the morning of her return to discuss her transition back to work. Defendant Gurtov made no mention of Ms. Marshall's deposit practices or any discipline that was under consideration.

43. On or about March 1, 2011, Ms. Marshall arrived at Defendant Gurtov's office as scheduled, and was immediately ambushed with attacks regarding her bank deposit practices. Defendant Gurtov unlawfully terminated Ms. Marshall on the spot. Later that day, Ms. Marshall called the Starbucks Ethics Hotline and complained about her unlawful termination.

44. Defendants' conduct violated a multitude of legal obligations under the FMLA, NYSHRL and NYCHRL which as caused Plaintiff to suffer substantial damages. As a result, Defendants are liable to Plaintiff for economic damages, compensatory damages, liquidated damages, punitive damages, and reasonable attorneys' fees and costs.

AS AND FOR A FIRST CAUSE OF ACTION
(Interference with Rights Under the Family Medical Leave Act)

45. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

46. At all times relevant herein, Plaintiff was an "eligible employee" within the meaning of the FMLA. At all times relevant herein, Starbucks was and is a "covered employer" within the meaning of the FMLA. At all relevant times herein, Defendant Gurtov was an "employer" within the meaning of the FMLA.

47. Defendants were obligated to provide Plaintiff with 12 weeks of leave pursuant to the FMLA and reinstate her to the same or an equivalent position upon her return from approved leave.

48. Defendants violated the FMLA by unlawfully interfering with, restraining, or denying the exercise of Plaintiff's rights by, *inter alia*, (i) threatening her that she would lose her position if she exercised her rights under the FMLA, (ii) failing to reinstate her to the same position or a position equivalent to the position that she occupied prior to her FMLA leave, (iii) terminating her employment immediately upon her return from FMLA leave and (iv) terminating her employment as a method of preventing her from exercising her rights under the FMLA in the future.

49. As a direct and proximate result of Defendants' unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages, including, but not limited to, wages, salary, employment benefits and/or other compensation denied or lost to Plaintiff by reason of Defendants' unlawful conduct, plus interest, and other equitable relief, including, but not limited to, employment, reinstatement and promotion.

50. Plaintiff is entitled to an award of liquidated damages as Defendants violated the FMLA, such conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA.

AS AND FOR A SECOND CAUSE OF ACTION
(Retaliation in Violation of the Family Medical Leave Act)

51. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

52. At all times relevant herein, Plaintiff was an "eligible employee" within the meaning of the FMLA. At all times relevant herein, Starbucks was and is a "covered employer" within the meaning of the FMLA. At all relevant times herein, Defendant Gurtov was an "employer" within the meaning of the FMLA.

53. Defendants were obligated to provide Plaintiff with 12 weeks of leave pursuant to the FMLA and reinstate her to the same or an equivalent position upon her return from approved leave.

54. Defendants have violated the FMLA by unlawfully retaliating against Plaintiff for exercising rights protected by the FMLA by, *inter alia*, terminating her upon her return to work, subjecting her to an adverse employment action that would reasonably dissuade a reasonable person from exercising rights protected by the FMLA and preventing her from exercising her rights under the FLMA in the future.

55. As a direct and proximate result of Defendants' unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages, including, but not limited to, wages, salary, employment benefits and/or other compensation denied or lost to Plaintiff by reason of Defendants' unlawful conduct, plus interest, and other equitable relief, including, but not limited to, employment, reinstatement and promotion..

56. Plaintiff is entitled to an award of liquidated damages as Defendants violated the FMLA, such conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA.

AS AND FOR A THIRD CAUSE OF ACTION
(Discrimination in Violation of the New York State Human Rights Law)

57. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

58. Defendants have discriminated against Plaintiff in violation of the NYSHRL by denying her equal terms and conditions of employment, including, but not limited to, terminating

her employment from the Company because of her disability, because Defendants regarded her as disabled and/or because of her record of disability.

59. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled to an award of monetary damages.

60. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which she is entitled to an award of compensatory damages.

AS AND FOR A FOURTH CAUSE OF ACTION
(Retaliation in Violation of the New York State Human Rights Law)

61. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

62. Defendants retaliated against Plaintiff for her engagement in protected activities, including, but not limited to, requesting and taking an accommodation for her disability. Defendants' retaliatory conduct includes, but is not limited to, the unlawful termination of Plaintiff's employment.

63. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits for which Plaintiff is entitled to an award of damages.

64. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

AS AND FOR A FIFTH CAUSE OF ACTION
(Aiding and Abetting in Violation of the New York State Human Rights Law)

65. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

66. Defendant Gurtov directly participated in the discriminatory and retaliatory conduct perpetrated against Plaintiff, including, but not limited to, the termination of Plaintiff's employment.

67. At all relevant times, Defendant Gurtov supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

68. Defendant Gurtov knowingly or recklessly aided and abetted the unlawful discrimination and retaliation against Plaintiff in violation of the NYSHRL, including, but not limited to, the termination of Plaintiff's employment on account of her disability and/or in retaliation for Plaintiff's engagement in protected activities.

69. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

70. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression,

humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

AS AND FOR A SIXTH CAUSE OF ACTION
(Discrimination in Violation of the New York City Human Rights Law)

71. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

72. Defendants have discriminated against Plaintiff in violation of the NYCHRL by denying her equal terms and conditions of employment, including, but not limited to, terminating her employment from the Company because of her disability, because Defendants regarded her as disabled and/or because of her record of disability.

73. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled to an award of monetary damages.

74. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which she is entitled to an award of compensatory damages.

75. Defendants' unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Retaliation in Violation of the New York City Human Rights Law)

76. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

77. Defendants have retaliated against Plaintiff for her engagement in protected activities, including, but not limited to, requesting and utilizing an accommodation for her disability. Defendants' retaliatory conduct includes, but is not limited to, the unlawful termination of Plaintiff's employment.

78. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits for which Plaintiff is entitled to an award of damages.

79. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

80. Defendants' unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(Aiding and Abetting in Violation of the New York City Human Rights Law)

81. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

82. Defendant Gurtov directly participated in the discriminatory and retaliatory conduct perpetrated against Plaintiff, including, but not limited to, the termination of Plaintiff's employment.

83. At all relevant times, Defendant Gurtov supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

84. Defendant Gurtov knowingly or recklessly aided and abetted the unlawful discrimination and retaliation against Plaintiff in violation of the NYCHRL, including, but not limited to, the termination of Plaintiff's employment on account of her disability and/or in retaliation for Plaintiff's engagement in protected activities.

85. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

86. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

87. Defendant Gurtov's unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants

complained of herein violate the laws of the United States, the State of New York and the City of New York;

B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct;

C. An order directing Defendants to place Plaintiff in the position she would have occupied but for Defendants' discriminatory, retaliatory and otherwise unlawful treatment of her, as well as to take such affirmative action, including reinstatement, as is necessary to ensure that the effects of these unlawful employment practices and otherwise unlawful conduct are eliminated and do not continue to affect Plaintiff;

D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages, including, but not limited to, the loss of past and future income, wages, compensation, seniority and other benefits of employment;

E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including but not limited to, compensation for her mental anguish and emotional distress, humiliation, depression, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical or mental injuries;

F. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

G. An award of liquidated damages under the FMLA.

H. An award of punitive damages in an amount to be determined at trial;

- I. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff in an amount to be determined at trial, plus prejudgment interest;
- J. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and
- K. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: April 13, 2011
New York, New York

Respectfully submitted,

THOMPSON WIGDOR & GILLY LLP

By: 

Scott B. Gilly
David E. Gottlieb

85 Fifth Avenue
New York, NY 10003
Telephone: (212) 257-6800
Facsimile: (212) 257-6845

Counsel for Plaintiff

Samidh Guha
Estela Diaz
AKIN GUMP STRAUSS HAUER & FELD LLP
One Bryant Park
New York, NY 10036
(212) 872-1000
(212) 872-1002
sguha@akingump.com
ediaz@akingump.com

Gurtov - 35

*Attorneys for Starbucks Corporation and
Jennifer Gurtov*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SERENITY MARSHALL,

Plaintiff,

v.

STARBUCKS CORPORATION and
JENNIFER GURTOV, in her individual and
official capacities,

Defendants.

Civ. Action No. 11-CV-2521(RMB)(KNF)

**DEFENDANTS STARBUCKS
CORPORATION'S AND JENNIFER
GURTOV'S ANSWER TO
PLAINTIFF'S COMPLAINT**

Defendants Starbucks Corporation (“Starbucks”) and Jennifer Gurtov (collectively, “Defendants”) hereby answer the Complaint filed by Plaintiff Serenity Marshall as follows:

NATURE OF THE CLAIMS

1. Defendants admit that Plaintiff has commenced this action and is a former employee of Starbucks who worked as a barista and store manager. Defendants deny all remaining allegations in paragraph 1 of the Complaint.
2. Defendants admit that starting in 2009, Plaintiff worked at the Starbucks located at 345 Hudson Street, New York, New York and reported to district manager Jennifer Gurtov.

Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations regarding Plaintiff's diagnosis of uterine fibroids in paragraph 2 of the Complaint. Defendants deny all remaining allegations in paragraph 2 of the Complaint.

3. Defendants admit that Plaintiff's employment was terminated on March 1, 2011, and further admit that Plaintiff returned to work after taking a medical leave of absence. Defendants deny all remaining allegations in paragraph 3 of the Complaint.

4. Defendants deny the allegations in paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint constitutes a legal conclusion to which no response is required.

6. Defendants deny the allegations in paragraph 6 of the Complaint.

JURISDICTION AND VENUE

7. Paragraph 7 of the Complaint constitutes, in part, a legal conclusion to which no response is required. Defendants admit that the Court has jurisdiction over this matter. Defendants deny all remaining allegations contained in paragraph 7 of the Complaint.

8. Paragraph 8 of the Complaint constitutes a legal conclusion to which no response is required.

ADMINISTRATIVE REQUIREMENTS

9. Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint.

10. Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint.

PARTIES

11. Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegation that Plaintiff resides in the Bronx, New York. Defendants admit that Plaintiff was employed by Starbucks from 2002 until March 1, 2011. The remaining allegations in paragraph 11 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 11 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 11 of the Complaint.

12. Defendants admit that Ms. Gurtov is a district manager responsible for 12 Starbucks stores within her district, including the 345 Hudson Street location where Plaintiff worked as a store manager at the time her employment was terminated. Defendants deny that Ms. Gurtov resides in New York. The remaining allegations in paragraph 12 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 12 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 12 of the Complaint.

13. Defendants admit that Starbucks is a foreign business corporation organized and existing under the laws of the State of Washington with a principal place of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks further admits that it owns and operates coffee shops comprising approximately 17,000 stores in 50 countries. The remaining allegations in paragraph 13 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 13 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 13 of the Complaint.

FACTUAL ALLEGATIONS

Plaintiff's Employment at Starbucks

14. Defendants admit that Plaintiff commenced her employment as a barista, earning approximately \$7.75 per hour. Defendants deny the remaining allegations in paragraph 14 of the Complaint.

15. Defendants deny the allegations in paragraph 15 of the Complaint.

16. Defendants deny the allegations in paragraph 16 of the Complaint.

17. Defendants admit that Plaintiff received multiple raises. Defendants deny the remaining allegations in paragraph 17 of the Complaint.

18. Defendants admit that Plaintiff's last place of employment with Starbucks was at 345 Hudson Street, New York, New York. Defendants deny the remaining allegations in paragraph 18 of the Complaint.

Plaintiff's Serious Medical Condition and/or Disability

19. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 of the Complaint.

20. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint.

21. Defendants admit the allegations in paragraph 21 of the Complaint.

22. Defendants deny the allegations in paragraph 22 of the Complaint.

23. Defendants deny the allegations in paragraph 23 of the Complaint.

24. Paragraph 24 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 24 of the Complaint purports to set forth any

factual allegations, Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24 of the Complaint.

25. Paragraph 25 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 25 of the Complaint purports to set forth any factual allegations, Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25 of the Complaint.

Starbucks' Discrimination and Retaliation Against Plaintiff

26. Defendants admit the allegations in paragraph 26 of the Complaint.

27. Defendants deny the allegations in paragraph 27 of the Complaint.

28. Defendants deny the allegations in paragraph 28 of the Complaint.

29. Defendants admit that Ms. Gurtov conducted periodic inspections of all stores within her district, and that she had conducted inspections of Plaintiff's store in the past. Defendants further admit that Ms. Gurtov inspected Plaintiff's store in December 2010. Defendants deny the remaining allegations in paragraph 29 of the Complaint.

30. Defendants deny the allegations in paragraph 30 of the Complaint.

31. Defendants deny the allegations in paragraph 31 of the Complaint.

32. Defendants deny the allegations in paragraph 32 of the Complaint.

33. Defendants admit that Ms. Gurtov reviewed the Daily Records Book for the store at 345 Hudson Street, New York, New York and that she had also reviewed the book during previous inspections. Defendants further admit that store managers are required to ensure that daily bank deposits are made. Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegation that "many" store managers

occasionally hold bank deposits to the following day in paragraph 33 of the Complaint.

Defendants deny the remaining allegations in paragraph 33 of the Complaint.

34. Defendants deny the allegations in paragraph 34 of the Complaint.

35. Defendants admit that Plaintiff did not deny her holding some deposits to the following day. Defendants deny the remaining allegations in paragraph 35 of the Complaint.

36. Defendants deny the allegations in paragraph 36 of the Complaint.

37. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 of the Complaint.

38. Defendants admit the allegations in paragraph 38 of the Complaint.

Plaintiff's Unlawful Termination

39. Defendants admit that Plaintiff's FMLA leave was approved by Starbucks.

Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning when Plaintiff learned that she would require surgery in paragraph 39 of the Complaint. Defendants deny the remaining allegations in paragraph 39 of the Complaint.

40. Defendants deny the allegations in paragraph 40 of the Complaint.

41. Defendants deny the allegations in paragraph 41 of the Complaint.

42. Defendants admit that Ms. Gurtov did not mention Plaintiff's deposit practices or any discipline that was under consideration when she spoke to Plaintiff prior to her return from leave. Defendants deny the remaining allegations in paragraph 42 of the Complaint.

43. Defendants admit that on or about March 1, 2011, Plaintiff arrived at Ms. Gurtov's office as scheduled. Defendants further admit that Plaintiff called the Starbucks Helpline. Defendants deny the remaining allegations in paragraph 43 of the Complaint.

44. Paragraph 44 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 44 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 44 of the Complaint.

AS AND FOR A FIRST CAUSE OF ACTION

(Interference with Rights Under the Family Medical Leave Act)

45. Defendants admit and deny the allegations in paragraphs 1 to 44 of the Complaint as set forth above.

46. Paragraph 46 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 46 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 47 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 47 of the Complaint.

48. Defendants deny the allegations contained in paragraph 48 of the Complaint.

49. Defendants deny the allegations contained in paragraph 49 of the Complaint.

50. Defendants deny the allegations contained in paragraph 50 of the Complaint.

AS AND FOR A SECOND CAUSE OF ACTION

(Retaliation in Violation of the Family Medical Leave Act)

51. Defendants admit and deny the allegations in paragraphs 1 to 50 of the Complaint as set forth above.

52. Paragraph 52 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 52 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 52 of the Complaint.

53. Paragraph 53 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 53 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

55. Defendants deny the allegations contained in paragraph 55 of the Complaint.

56. Defendants deny the allegations contained in paragraph 56 of the Complaint.

AS AND FOR A THIRD CAUSE OF ACTION

(Discrimination in Violation of the New York State Human Rights Law)

57. Defendants admit and deny the allegations in paragraphs 1 to 56 of the Complaint as set forth above.

58. Defendants deny the allegations contained in paragraph 58 of the Complaint.

59. Defendants deny the allegations contained in paragraph 59 of the Complaint.

60. Defendants deny the allegations contained in paragraph 60 of the Complaint.

AS AND FOR A FOURTH CAUSE OF ACTION

(Retaliation in Violation of the New York State Human Rights Law)

61. Defendants admit and deny the allegations in paragraphs 1 to 60 of the Complaint as set forth above.

62. Defendants deny the allegations contained in paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in paragraph 64 of the Complaint.

AS AND FOR A FIFTH CAUSE OF ACTION

(Aiding and Abetting in Violation of the New York State Human Rights Law)

65. Defendants admit and deny the allegations in paragraphs 1 to 64 of the Complaint as set forth above.

66. Defendants deny the allegations contained in paragraph 66 of the Complaint.

67. Paragraph 67 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 67 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in paragraph 68 of the Complaint.

69. Defendants deny the allegations contained in paragraph 69 of the Complaint.

70. Defendants deny the allegations contained in paragraph 70 of the Complaint.

AS AND FOR A SIXTH CAUSE OF ACTION

(Discrimination in Violation of the New York City Human Rights Law)

71. Defendants admit and deny the allegations in paragraphs 1 to 70 of the Complaint as set forth above.

72. Defendants deny the allegations contained in paragraph 72 of the Complaint.

73. Defendants deny the allegations contained in paragraph 73 of the Complaint.

74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

75. Defendants deny the allegations contained in paragraph 75 of the Complaint.

AS AND FOR A SEVENTH CAUSE OF ACTION

(Retaliation in Violation of the New York City Human Rights Law)

76. Defendants admit and deny the allegations in paragraphs 1 to 75 of the Complaint as set forth above.

77. Defendants deny the allegations contained in paragraph 77 of the Complaint.

78. Defendants deny the allegations contained in paragraph 78 of the Complaint.

79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

AS AND FOR AN EIGHTH CAUSE OF ACTION

(Aiding and Abetting in Violation of the New York City Human Rights Law)

81. Defendants admit and deny the allegations in paragraphs 1 to 80 of the Complaint as set forth above.

82. Defendants deny the allegations contained in paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 83 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 83 of the Complaint.

84. Defendants deny the allegations contained in paragraph 84 of the Complaint.

85. Defendants deny the allegations contained in paragraph 85 of the Complaint.

86. Defendants deny the allegations contained in paragraph 86 of the Complaint.

87. Defendants deny the allegations contained in paragraph 87 of the Complaint.

PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to the requested relief. Further, and without admitting any of the allegations asserted therein or conceding that Defendants bear any burden of proof on any issue on which Defendants would not otherwise bear such burden, Defendants assert the following defenses to the Complaint. Defendants reserve the right to add, alter and/or amend its defenses and affirmative defenses as the course of discovery so requires.

FIRST DEFENSE
(Failure to State a Cause of Action)

Plaintiff is barred from relief because the Complaint, or portions thereof, fails to state a claim upon which relief can be granted.

SECOND DEFENSE
(Statute of Limitations)

Plaintiff is barred from relief to the extent she seeks relief for conduct occurring outside the periods proscribed by the applicable statutes of limitation.

THIRD DEFENSE
(At-Will Employment)

At all times during her employment with Starbucks, Plaintiff was employed at-will.

FOURTH DEFENSE
(Good Faith)

Plaintiff's claims are barred, in whole or in part, because all employment decisions regarding or affecting Plaintiff were based upon legitimate, non-discriminatory reasons that were in no way related to her FMLA leave or any disability, and were made in good faith and without any intent to discriminate on the basis of her FMLA leave or any disability. Further, Plaintiff is not entitled to any recovery because any alleged acts or omissions by Defendants were made in good faith in conformity with and reliance on applicable administrative regulations, orders, rulings, approvals or interpretations, or administrative practice or enforcement policies.

FIFTH DEFENSE
(Administrative Procedures)

Plaintiff has failed to comply with all applicable administrative procedures.

SIXTH DEFENSE
(Causation)

The alleged acts or omissions of Defendants were not the direct, proximate, or actual cause of any injuries or damages allegedly incurred by Plaintiff.

SEVENTH DEFENSE
(Causation)

To the extent, if any, Plaintiff has suffered any damages and/or losses, such damages and losses were a result of Plaintiff's own conduct and/or omissions.

EIGHTH DEFENSE
(Vicarious Liability)

Starbucks is not liable to Plaintiff for the acts or omissions of any supervisory or managerial employee which were beyond the scope of employment.

NINTH DEFENSE
(Failure to Mitigate)

Plaintiff has failed to mitigate her damages and as a result any damages awarded to Plaintiff should be reduced accordingly.

TENTH DEFENSE
(After-Acquired Evidence)

Plaintiff's damages must be reduced, in whole or in part, by the doctrine of after-acquired evidence.

ELEVENTH DEFENSE
(Declaratory, Injunctive and Other Relief)

On the facts alleged, Plaintiff is not entitled to declaratory or injunctive relief, the costs and expenses of this action, attorney's fees, or the compensatory or other damages requested in the Complaint.

TWELFTH DEFENSE
(Liquidated Damages)

Plaintiff is not entitled to any liquidated damages because Defendants at all times acted in good faith and with reasonable grounds for believing they had not violated the FMLA, and their actions were not willful.

THIRTEENTH DEFENSE
(Punitive Damages)

Plaintiff is not entitled to punitive damages because Defendants at all times acted in good faith and with reasonable grounds for believing they had not violated the New York City Human Rights Laws, and their actions were not willful.

FOURTEENTH DEFENSE
(Not an Employer)

Ms. Gurto is not a “covered employer” and/or “employer” under the relevant statutes.

Dated: New York, New York
May 16, 2011

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ Estela Díaz
Estela Díaz

Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that, on May 16, 2011, I caused to be served via the Court's Electronic Case Filing system a true and correct copy of Defendants Starbucks Corporation's and Jennifer Gurtov's Answer to Plaintiff's Complaint on Plaintiff's counsel:

David Evan Gottlieb
Scott Browning Gilly
Thompson Wigdor and Gilly
85 Fifth Avenue
New York, NY 10003
Email: dgottlieb@twglaw.com
Email: sgilly@twglaw.com

Dated: May 16, 2011
New York, New York

/s/ Estela Díaz
Estela Díaz

2011 SPA Visit

Store # _____

SM _____

Date _____

Our Partners

- Schedule: Review Ghost Schedule/Optimization
- Review Staffing Plan/Needs
- Review Succession Plan
- Sit down with high performing partners: They share with me the work they are doing on their PDPs.
- Sit down with ASM: Review their training plan. They share with me strengths/opportunities, what they are currently working on to elevate experience in the store.
- Sit down with SM to review PDP
- SM Aspirations & Engagement
- Sit with New partners
- When is scheduled SS & Store meeting – schedule round table

-Notes**Our Customers and Neighborhoods**

- Values Walk: Check Completion Daily – 3 times a day
 - Are all Values Walks being utilized as a follow up tool to store action plans around Customer Voice, Cleanliness, Anticipate, connect

-Notes:

- Are the key drivers highlighted on top of Values Walk as it relates to CV?
- Complete a Values Walk

-Notes:

- Are Store action plans posted in store? How is it communicated?
- Are partners able to speak to behaviors they committed to from Store Action Plans?

-Notes:

- Are partners demonstrating: Anticipate, Connect, Personalize, Own

-Notes:

- Are partners able to speak to the above steps to create inspired moments in each customer's day?

-Notes

Our Community

- Community Website sign up & sign up partners in store
- Community activity ideas

-Notes

- QASA: Check Completion Weekly

-Notes

- Check Completion of Duty Roster – Peak Goals noted (sales, coffee)

-Notes

- NY Top 10 Critical Checklist: Check Completion 3x a day

- Complete a NY Top 10 Critical

-Notes

Our Coffee

- Coffee Tasting:

- Coffee Passports have a specific location.
- Partner leads relevant coffee tasting.
- Bold whole bean at register/3 talking points

-Notes

- Partners sampling relevant promotional beverages/VIA

- VIA sampling plan in place/partners can speak to committed behaviors and are demonstrating ability to sell.

-Notes

- Coffee incentive posted on communication wall

- Coffee Cadence

-Notes

Our Stores and Shareholders

- BOH Organization

-Notes

- Top 10 Pastries in case

-Notes

- Cash Management: Check Cash Management Log/P card log

-Notes

- IMS Repeatable Routine